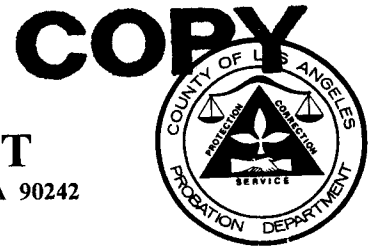




PAUL HIGA
Chief Probation Officer

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT
9150 EAST IMPERIAL HIGHWAY, DOWNEY, CALIFORNIA 90242
(562) 940-2513



August 25, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF CONTRACT TO PROVIDE
FOOD SERVICES AT CHALLENGER MEMORIAL YOUTH CENTER
FOR THE PROBATION DEPARTMENT
(3 VOTE, ALL SUPERVISORIAL DISTRICTS)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that food services provided under the proposed contract can be more economically performed by the contractor rather than by County employees.
2. Approve and instruct the Chair to sign the attached contract with Integrated Support Solutions, Inc., for the provision of food services at Challenger Memorial Youth Center for the Probation Department at an estimated annual amount of \$1,701,219 for the period of October 14, 2005 through October 13, 2006, with an option to renew for four (4) additional 12-month periods. Funding for this contract is included in the FY 2005-06 Adopted Budget.
3. Delegate authority to the Chief Probation Officer to prepare and execute contract amendments to extend the contract term for four (4) additional 12-month periods, at an estimated amount of \$1,701,219 per term, upon approval as to form by County Counsel.
4. Delegate authority to the Chief Probation Officer to prepare and execute amendments to this contract for any decrease or increase not to exceed 10% of the contract amount and/or 180 days to the period of performance pursuant to the terms contained therein, upon approval as to form by County Counsel. The Chief Probation Officer will notify the Chief Administrative Office in writing within 10 business days after executions.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain approval of a contract (Attachment I) with Integrated Support Solutions, Inc. for food services at Challenger Memorial Youth Center (CMYC) for the Probation Department.

The Probation Department has contracted for the provision of food services at CMYC since 1990. CMYC is an institutional setting that has a unique work location. It is open seven days a week, 24 hours a day. The contractor's major function is to provide reliable food services that include the purchase, delivery, storage, preparation and serving of food to all juveniles and authorized personnel at CMYC. The contracted services must be performed in accordance with County standards and in a manner consistent with the long-range plans, goals and objectives of providing quality food at CMYC.

The Probation Department provides oversight of the contractor and ensures accountability for the services provided. Approval of this contract will enable the Probation Department to continue receiving food services at CMYC.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the Countywide Strategic Plan, Organizational Goal #2: Workforce Excellence: Enhance the quality and productivity of the County workforce, Organizational Goal #3: Organizational Effectiveness: Ensure that service delivery systems are efficient, effective, and goal-oriented, and Organizational Goal #4: Fiscal Responsibility: Strengthen the County's fiscal capacity.

FINANCIAL IMPACT/FINANCING:

The estimated annual cost of this contract is \$1,701,219. The annual savings to the County is estimated at \$230,269 (See Attachment II). The price per meal at the meal range of 2200-2299 is \$2.0715. Because the annual number of meals cannot be projected with certainty given the fluctuations of juveniles entering the system, the actual contract savings may be more or less than estimated. Attachment III shows the benefits available to contract employees. Attachment IV provides the process used for contracting with community business enterprises.

Funding for this contract is included in the Department's FY 2005-06 Adopted Budget. The proposed contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1990, Probation has contracted for food services at CMYC. The need for food services continues to exist at this location. The scope of work for this contract includes the purchase, delivery, storage, preparation and serving of food to all juveniles and authorized personnel at CMYC. The contractor will also be responsible for all related recordkeeping, housekeeping, and sanitation requirements. Approval of this contract will not replace County employees. The contract is authorized by Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). The Department has complied with all requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121. Consistent with these requirements, the awarded contract will provide all services at a cost less than the County.

Pursuant to County Code Chapter 2.121.330, the Probation Department conducted a competitive solicitation process, which included public notice. Such notice was given in sufficient time and was included in newspapers of general circulation and ISD's website.

There is no departmental employee relations impact as these services have been contracted since 1990. All requirements of Los Angeles County Code Section 2.121.380 have been met. The contract will not result in a reduction of County services.

The Department evaluated and determined that the Living Wage applies to the recommended contract. Consequently, the contract includes compliance with the requirements for the County's Living Wage Program (Los Angeles County Code, Chapter, 2.201).

In accordance with the Department of Human Resources memorandum dated November 16, 1995, the contract has been reviewed in regard to the provisions for hiring displaced County employees. The contractor agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the contract and during the life of the contract. The contract also contains County requirements regarding the hiring of participants in the GAIN/GROW program.

The contract includes all County requirements, including, non-responsibility and debarment, and the provisions of paid jury service time for their employees.

In accordance with the Chief Administrative Office memorandum dated July 19, 2002, the proposed contractor has been instructed to register on WebVen.

Probation will not request the contractor to perform services that exceed the Board approved contract amount, scope of work, and/or contract term.

County Counsel has approved the contract as to form.

CONTRACTING PROCESS:

To solicit for these services, a comprehensive Request for Proposals (RFP) process was utilized and issued on December 17, 2004. Through the solicitation and competitive negotiation process, approximately 70 letters were sent to service providers and advertisements were run in the Los Angeles Times, Eastern Group Publications and the Los Angeles Sentinel. The solicitation information was also made available through the Internet on the County of Los Angeles Internal Services Department Web Site (Attachment V). As a result, six potential providers requested copies of the RFP, four potential providers attended the mandatory bidder's conference, and two proposals were received.

A committee was formed to evaluate proposals submitted in response to the RFP. The evaluation committee, consisting of Probation staff reviewed a total of two proposals received on Friday, January 28, 2005. The proposals were evaluated using an initial screening "pass/fail" process, which was consistent with the Selection Process, and Evaluation Criteria set forth in the RFP.

The proposals submitted by Integrated Support Solutions, Inc., and Morrison Management Specialists, Inc., passed the initial screening. They were rated and scored by the evaluation committee using a point system that covered: 1) plan for providing required services; 2) experience and capability; 3) references and history of any labor law violations; 4) quality control plan; and 5) proposed fee/price.

Integrated Support Solutions, Inc.'s, proposal received a high rating by the evaluation committee because it submitted a very responsive proposal that reflected an excellent understanding of the services to be provided. Integrated Support Solutions, Inc. outlined a quality plan and demonstrated they were experienced and capable of providing the required services. Integrated Support Solutions, Inc., made a firm commitment to comply with all RFP requirements.

The Honorable Board of Supervisors
August 25, 2005
Page 5

Consistent with the County's Protest Policy, Morrison Management Specialists, Inc., requested a County Review. After reviewing and hearing the protest at a public hearing held on June 1, 2005, a County Review Panel made several recommendations to the Department. The Department considered the recommendations and re-examined the evaluation. However, the outcome of the initial evaluation did not change.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

This contract will continue the current level of services.

It is requested that the Executive Officer, Board of Supervisor, forward a copy of the executed contract to:

Probation Department
9150 E. Imperial Hwy, Rm. A66
Downey, CA 90242
Attention: Yolanda Young, Director
Contracts & Grants Mgmt. Division

Integrated Support Solutions, Inc.
14558 Sylvan Street
Van Nuys, CA 91411
Attention: Paul Murphy, Chief Operating Officer

Respectfully submitted,



PAUL HIGA
Acting Chief Probation Officer

PH:yt

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Attachments (5)

c: Chief Administrative Officer
County Counsel

ATTACHMENT I



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

INTEGRATED SUPPORT SOLUTIONS, INC.

FOR

FOOD SERVICES AT

CHALLENGER MEMORIAL YOUTH CENTER

October 14, 2005 – October 13, 2006

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- E COUNTY'S ADMINISTRATION
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- G FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
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- I SAFELY SURRENDERED BABY LAW

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- K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
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- M CONTRACTOR'S OBLIGATION UNDER HIPAA

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
INTEGRATED SUPPORT SOLUTIONS, INC.
FOR FOOD SERVICES AT
CHALLENGER MEMORIAL YOUTH CENTER**

This Contract and Exhibits made and entered into this ____ day of _____, 2005 by and between the County of Los Angeles, hereinafter referred to as COUNTY and Integrated Support Solutions, Inc. hereinafter referred to as CONTRACTOR. Integrated Support Solutions, Inc. is located at 14558 Sylvan Street, Van Nuys, California 91411.

RECITALS

WHEREAS, the County of Los Angeles Probation Department has a continuing need to provide complete food services at Challenger Memorial Youth Center, 5300 West Avenue I, Lancaster, CA: and

WHEREAS, the Contractor is a private firm specializing in providing Food Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Food services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; COUNTY is permitted to contract with private businesses to perform services when it is more economical to do so; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M and N are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Prop A - Living Wage Program:

- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments
- 1.12 EXHIBIT L - Payroll Statement of Compliance

Health Insurance Portability & Accountability Act (HIPAA) Agreement:

- 1.13 EXHIBIT M - Contractor's Obligation Under HIPAA

Refers to Statement of Work:

- 1.14 EXHIBITS - Technical Exhibits N-BB

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as

used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Director:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to monitor this Contract. Responsibility for providing reports to County Contract Manager and County Program Manager.
- 2.5 **County Contract Manager:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract.
- 2.6 **County Program Manager:** Person designated by County to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 **WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 **TERM OF CONTRACT**

- 4.1 The term of this Contract shall be for a twelve (12) month period commencing October 14, 2005 through October 13, 2006, unless sooner terminated or extended, in whole or in part, as provided in this Contract. It may be extended by the Chief Probation Officer and the authorized official

of CONTRACTOR(s) by mutual agreement for four (4) additional 12-month periods pursuant to Section 8.4 Changes Notices and Amendments.

- 4.2 Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.
- 4.3 Contractor shall notify the Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to Probation.

5.0 CONTRACT SUM

- 5.1 The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes shall not exceed **\$1,701,219** as long as the total number of meals does not exceed 2,250. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.
- 5.2 Second helpings as stated in Exhibit A, Statement of Work, subsection 2.10.2 are not billable under this contract.
- 5.3 Charges for additional food items (Part A, Section 2.11) will be at CONTRACTOR's cost and if necessary and mutually agreed to, a charge for handling not to exceed 10% (Exhibit G, Form 1). Charges will be paid through separate invoice, listing quantity and price.
- 5.4 CONTRACTOR will be paid the contract fee as shown in Section 5.1 and above, plus charges for any equipment or personal property purchased by the CONTRACTOR (Exhibit G, Form 1) as part of this contract which is to be paid for monthly, plus any sales tax reimbursement, less the cost of any surplus food provided by the COUNTY to the CONTRACTOR (Exhibit A, Section 2.19) and less any amount deducted for substandard performance as determined by the Performance Requirements Summary (Exhibit N).

- 5.5 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.6 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to Probation Department at the address herein provided in *Exhibit E - County's Administration*.

5.7 No Payment for Services Provided Following Expiration/ Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.8 Invoices and Payments

- 5.8.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, including the charges for additional food items and special nutritional food supplements and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

Payment to CONTRACTOR will be made monthly, in arrears, 30 days after submission of invoices and on approval of the invoices

submitted, subject to auditing requirements of the COUNTY Auditor-Controller. All billing shall clearly reflect and provide reasonable detail of the services and amounts for which claim is made.

- 5.6.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.
- 5.6.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.6.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:
No invoice will be approved for payment unless the following is included:

- ***Exhibit K - Monthly Certification for Applicable Health Benefit Payments***
- ***Exhibit L - Payroll Statement of Compliance***

- 5.6.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**Cynthia Alexander, Program Manager
County of Los Angeles Probation Department
Challenger Memorial Youth Center
5300 West Avenue I
Lancaster, CA 93536**

- 5.6.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

5.7 Cost of Living Adjustments (COLA's)

The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los

Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted.

5.8 Sales of meals and food products to the COUNTY in juvenile facilities may be eligible for exemption to sales tax as follows:

- 5.8.1 When the COUNTY is considered as reselling to the students (juveniles) because of the liability incurred by the relatives of the juveniles; or
- 5.8.2 When the COUNTY is considered as reselling to the U.S. Government under the Federal School Lunch Program.
- 5.8.3 COUNTY will cooperate with the CONTRACTOR in providing data on the actual number of meals, which may be exempt from taxation during the contract. Payment shall be made by CONTRACTOR; however, COUNTY shall reimburse to CONTRACTOR any sales tax that is actually paid by CONTRACTOR.
- 5.8.4 Currently, the COUNTY estimates that at least 85% of all meals served may be eligible for the referenced exemptions. Proposals submitted in response to RFP shall contain calculations for the 8.25% sales tax based on 15% of the meals.
- 5.8.5 Except as herein expressly provided, COUNTY shall have no liability or responsibility for any taxes which may be imposed in connection with or responsibility for any taxes which may be imposed in connection with or resulting from this contract or CONTRACTOR's performance hereunder.
- 5.8.6 The cost of any equipment purchased or facility repair or alterations required by CONTRACTOR, as outlined in EXHIBIT A, Section 12.3 shall be depreciated fully on a straight line basis over the period from the date of acquisitions by CONTRACTOR to the expiration date of 60 months following implementation of contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit E - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Manager

Responsibilities of the County's Contract Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Program Manager

The responsibilities of the County's Program Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for the monitoring of this Contract. The Project Monitor provides reports to the County's Program Manager and Contract Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Director

- 7.1.1 Contractor's Project Director is designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the

County in writing of any change in the name or address of the Contractor's Project Director.

- 7.1.2 Contractor's Project Director shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Program Manager and Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Director.

7.3 Contractor's Staff Identification

- 7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.
- 7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

CONTRACTOR(s) shall be responsible for ongoing implementation and monitoring of sub-sections 7.4.1 through 7.4.6. On at least a quarterly basis, CONTRACTOR(s) shall report in writing, monitoring results to Probation, indicating employee compliance or problem areas. Elements of monitoring report shall receive prior written approval from Probation.

- 7.4.1 No personnel employed by the CONTRACTOR(s) for this service, having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this service is approved (in writing) by the Probation Department.
- 7.4.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on this contract under appropriate circumstances.
- 7.4.3 COUNTY reserves the right to preclude the CONTRACTOR(s) from employment or continued employment of any individual for this contract service.
- 7.4.4 CONTRACTOR(s) and employees of the CONTRACTOR(s) shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or pending criminal trial, to the Probation Department at its facility(ies).
- 7.4.5 The CONTRACTOR(s) shall submit names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct a background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct background investigation of CONTRACTOR'S employees at any time.
- 7.4.6 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employees the COUNTY will bill CONTRACTOR(s) to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

7.5 Confidentiality

The CONTRACTOR(s) shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR(s).

- 7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this contract. The CONTRACTOR shall cause each employee performing services covered by this contract to sign and adhere to the "Contractor Employee Acknowledgment, and Confidentiality Agreement", *Technical Exhibit W*. The CONTRACTOR shall cause each non-employee performing services covered by this contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality, Agreement," *Technical Exhibit X*.

7.5.2 Confidentiality of Adult and Juvenile Records

By State law (California Welfare and Institutions Code 827 and 828 and Penal Code 1203.05, 1203.10 and 11140 through 11144), all adult and juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way relayed to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

7.5.2.1 Employees of CONTRACTOR(s) shall be given copies of all cited code sections, and a form to sign (Refer to *Technical Exhibit Y*, "Confidentiality of CORI Information"), regarding confidentiality of the information in adult and juvenile records. CONTRACTOR shall retain original CORI form and forward copy to Contract Manager within five (5) business days.

7.6 Facility and Equipment

CONTRACTOR shall not use property and equipment under this contract to provide services specified in Exhibit A, Statement of Work.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Chief Probation Officer. Any unapproved assignment or delegation shall be null and void. Any payments by the Probation to any approved delegate or assignee on any claim under this

Contract shall be deductible, at Probation's sole discretion, against the claims, which the Contractor may have against the County.

- 8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Probation Department's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

COUNTY reserves the right to change any portion of the work required under this contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 8.4.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY'S Chief Probation Officer or his designee and CONTRACTOR'S Project Director.
- 8.4.2 For any revision, which materially affects the scope of work, period of performance, payments, or any term and condition included in this contract, a negotiated modification to this contract shall be

executed by the Los Angeles County Board of Supervisors and CONTRACTOR(s).

- 8.4.3 As used herein, the term "materially" is defined as being a change of more than (10%) ten percent of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY'S Chief Probation Officer warrants execution by the Board of Supervisors.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within five (5) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.
- 8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of

the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the

economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. CONTRACTOR shall be responsible for the maintenance and repair of the interior of the kitchen, and pantries and serving areas under its exclusive use and control. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

- 8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.21.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "*Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*", *Technical Exhibit W*. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "*Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*", *Technical Exhibit X*.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

**Yvonne Troncoso, Contract Analyst
Los Angeles County Probation Department
Contracts and Grants Management Division
9150 E. Imperial Hwy, C-29
Downey, CA 90242**

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any

kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for County Costs: In the event that the

Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors:

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the

U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 8.24.4 Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

8.25 LIQUIDATED DAMAGES

- 8.25.1 If, in the judgment of the Department Head, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by the Contractor over a certain time span, the Department Head will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a

reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Technical Exhibit N*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.
- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict Probation from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact

sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Probation Officer shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses,

including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Manager. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the

County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 SUBCONTRACTING

- 8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

- 8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

**Yvonne Troncoso, Contract Analyst
Los Angeles County Probation Department
Contracts and Grants Management Division
9150 E. Imperial Hwy, Room B-62**

before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of within notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by

the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.
- 8.42.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Probation Department, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

- 8.42.6 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

- 8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

- 8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program:

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as *Exhibit J* and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:
 - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour

towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor

demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

9.1.3 Contractor's Submittal of Certified Monitoring Reports.

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (*Exhibit K and Exhibit L*), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's

contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees.

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies.

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the

concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment

has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

9.1.8 Use of Full-Time Employees.

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time

Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited.

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards.

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. Contractor is not required to hire a retention employee who:

- a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit M* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit M, Contractor's Obligations Under HIPAA*.

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

- 9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.3.4 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.4.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.

- 9.4.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.4.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.4.5 Notwithstanding any other provision of this Contract County will not be obligated to Contractor in any way under Sub-paragraph 9.4.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.4.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- 9.4.6 All the rights and obligations of this Sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.5 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

- 9.5.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has executed these presents by causing them to be subscribed by the Chairman, the Seal of said Board to be affixed hereto and attested by the Executive Officer and Clerk hereof, and the CONTRACTOR has caused this contract to be signed by its duly authorized officers on the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

INTEGRATED SUPPORT SOLUTIONS, INC.

By Paul Murphy
Name
C.O.O.
Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

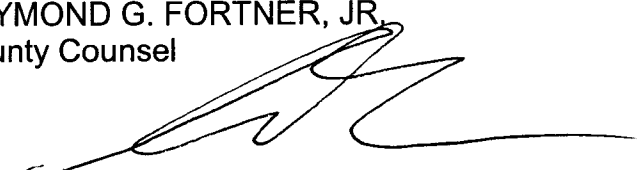
By 
Gordon W. Trask
Principal Deputy County Counsel

EXHIBIT A

Statement of Work

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EXHIBIT A

STATEMENT OF WORK

1.0 SCOPE OF WORK

The CONTRACTOR shall provide from 1,900 to 3,000 meals each day at Challenger Memorial Youth Center. The anticipated average number of meals to be served per day is 2250. This includes breakfast, lunch, dinner, night meals, sack lunches, barbecue meals and special diet meals. However, the actual number of meals served per day may be less than or greater than the above figures due to unpredictable facility population.

2.0 SPECIFIC TASKS

2.1 The CONTRACTOR shall provide meals for breakfast, lunch and dinner which must be delivered to approximately 15 serving areas for juveniles and staff each day at fixed times. There shall not be more than 14 hours between dinner and breakfast meals.

2.1.1 CONTRACTOR shall provide early breakfasts and late lunches in one or two of the serving areas.

2.1.2 A noon meal, consisting of the same day's menu, shall be served to staff members and guests on weekdays in the staff dining room.

2.1.3 On occasion, a special luncheon consisting of the same day's menu or a special menu indicated by the Superintendent will be necessary. It will require table service and be requested by the Superintendent with at least 24 hours advance notice to CONTRACTOR.

2.1.4 Night meals shall be served at a time designated by Superintendent at one serving area for staff assigned to the night shift. These meals shall be the same as either the lunch meal or dinner meal, or a meal designated by the Superintendent.

2.1.5 CONTRACTOR shall prepare sack lunches for weekday and weekend purposes when ordered by the Superintendent

2.1.6 Barbecue Substitute Meals

CONTRACTOR will provide appropriate food items for a barbecue (with final preparation of some food to be done by Probation staff) on a once a week basis. These meals will be part of the regular meal count. The days and times of these barbecues shall be set by the Superintendent and given to CONTRACTOR not less than 24 hours before the meal time.

2.1.7 Special Diets/Diet Manuals

Medical diet meals, such as diabetic meals, may be required and shall be prepared by CONTRACTOR as ordered by medical staff on an as-needed basis. Non-medical special diets may also be requested by Superintendent. CONTRACTOR shall consult with its own dietitian or Probation Food Services Consultant to insure that appropriate diet requirements are met.

An up-to-date regular and medical diet manual as approved by Probation Food Services Consultant and/or Los Angeles County Department of Health Services must be maintained by CONTRACTOR at work site. Diets to be covered include liquid, low sodium, low fat, caloric restricted, diabetic, soft-bland, wire-jaw and low cholesterol.

2.1.8 CONTRACTOR shall prepare four (4) salads a day for each of the six (6) dorms and six (6) salads a day for Special Housing Unit, during the lunch meal and twelve (12) salads a day for the night staff during the dinner meal.

2.2 Meal Count Orders

Counts for each breakfast, lunch, dinner, night meal, sack lunches and meals served in the dining room will be provided to the CONTRACTOR two (2) hours prior to the time these meals are served or by standing order.

2.3 Tickets for Staff Dining Room Meals

Meals will be served in the staff dining room only to those employees or guests presenting tickets or approved by the Superintendent.

2.4 Meal Counts

2.4.1 The meals ordered above, including special diet meals, constitute the meal count for the contract.

2.4.2 The CONTRACTOR and the Superintendent will reconcile meal counts daily. In the event of any dispute regarding meal count and subsequent charges, the Superintendent shall resolve any discrepancy by using the count of the actual number of meals received, unless it exceeds the number of meals ordered, in which event that number will prevail. In the event of any dispute, the meal count figures of the Superintendent shall prevail.

2.5 Supply of Food Items

The CONTRACTOR shall provide all food for meals specified in this contract.

2.6 Meal Times

The CONTRACTOR shall provide meals at fixed times (weekdays usually at 7 a.m., 12:15 p.m. and 6 p.m.; weekend - usually at 8:30 a.m., 1:00 p.m. and 6:00 p.m.) as determined by the Superintendent. No deviations are permitted without the express written permission of the Superintendent.

2.7 Menu

2.7.1 The CONTRACTOR shall follow the attached five (5) week cycle menu containing portion sizes (*Technical Exhibit O*); or other such cycle menu as authorized by Superintendent.

2.7.2 Any deviations requested by the CONTRACTOR from the authorized menu must be approved by the Superintendent, and documented on the production worksheet. (*Technical Exhibit Q*).

2.8 Menu Production Records

Menu production records must be maintained to demonstrate that the required number of food components and food items or menu items are offered on a given day. (*Refer to Technical Exhibit Q*)

In order to document that meals claimed for reimbursement meet the NSLP and SBP requirements, the following information must be maintained on file between program reviews conducted by the State as well as available during their reviews:

2.8.1 Date and site where the meal is served.

2.8.2 Listed menu: The menu must show all foods served including desserts, condiments, and any additional items.

- 2.8.3 Title or code number of the standardized recipe.
- 2.8.4 Number of times the recipe was multiplied.
- 2.8.5 Planned portion size: Also, include the actual portion served if it differs from that planned. The contribution to the meal pattern, for appropriate age/grade groups (s), should be included here (if it is not on the standardized recipe).
- 2.8.6 Quantity of Food Used: The form (frozen, fresh) and the quantity of each food item used must be recorded in common units of measurement, i.e., number, size, and weight or volume. These must be traceable to itemized receipts.
- 2.8.7 Substitutions: Document all substitutions, and note if a reanalysis of the menu is required. (For those following NSMP or ANSMP, a reanalysis must be done if a substitution is made more than two weeks prior to the menu being served.)
- 2.8.8 Number of serving leftover, a la carte, and adult portions: Leftovers intended to be served at a later date must be recorded. If following Offer vs. Served, then all leftovers must be listed whether or not they are going to be used at another time. (California Uniform Retail Food Facilities {CURFFL} must be observed in handling leftovers.)
- 2.8.9 Extra foods: All condiments, sauces, and/or accompaniments not contributing to the meal pattern must be recorded.

2.9 Food Quality Standards

- 2.9.1 All food items must meet quality and temperature standards, as established by the State School Lunch Program, County Health Services Department, California Youth Authority, and State health regulations, at the time of serving. (See *Technical Exhibits O and P*).
- 2.9.2 Food must be purchased from a source that meets all of the above standards.
- 2.9.3 Processed foods must have a National School Lunch Program (NSLP) label or specifications and certifications from the purveyor must be kept on file.

2.9.4 All potentially hazardous food shall be kept at or above 140° F. (hot foods); or held at or below 41° F. (cold foods) at all times. Potentially hazardous food is defined as food capable of supporting rapid and progressive growth of microorganisms that may cause food infections or intoxications (does not include edible shell eggs).

2.9.5 Specific details regarding the menu, minimum standards, sack lunch definition, Board ordered diet modifications and specific holidays subject to menu variations are included as a part of *Technical Exhibit P*.

2.10 Portion Sizes

2.10.1 Portion sizes to be served by the CONTRACTOR are described in *Technical Exhibits O, P, and Q* or as otherwise required by the Probation Department Food Services Consultant. These portions meet the requirements of a Type A school lunch as shown in the State School Lunch Program Regulations and the California Youth Authority standards.

2.10.2 Second helpings of the lunch and dinner entrée, which includes dessert, are to be provided for the 12 serving areas in the dormitory dayrooms. The number of second helpings will be approximately one-half of the juvenile meal count per dormitory. It is anticipated that the 12 dayroom serving areas will need a maximum of 28 second helpings of lunch that totals 336 and 28 second helpings of dinner that totals 336 for a grand total of 672 of second helpings. Second helpings for certain menu entrees may be deleted or discontinued by the Superintendent. Food left over from any meal shall be made available to the minors at no additional cost.

2.11 Additional Food Items to be Supplied

2.11.1 CONTRACTOR shall provide and maintain stocks of nutritional supplemental food items (juice bars, fruit bars, granola bars, fresh fruit, cookies, peanut butter sandwiches, etc.) to be delivered by CONTRACTOR at a time designated by Superintendent for later serving by Probation Staff to juveniles.

2.11.2 The CONTRACTOR shall provide and maintain stocks of food items (fruits, milk and breakfast foods), to be served by Probation staff to juveniles as a substitute meal, after regular meal hours, at serving areas designated by the Superintendent.

CONTRACTOR may also be required to provide and maintain supplies of coffee at locations designated by Superintendent.

2.11.3 Other special nutritional items such as beverages, desserts and fruits shall be provided by CONTRACTOR if ordered in writing by the Superintendent a minimum of 12 hours in advance. CONTRACTOR is not expected to serve these items, but shall deliver them to designated location(s) at a designated time.

2.11.4 The method of computing charges for additional food items and special nutritional items must be proposed by CONTRACTOR. Charges will be paid through separate invoice, listing quantity and price.

2.12 Consumable Supplies

Consumable paper and plastic supplies (e.g. dishes, silverware, cups etc.) pursuant to COUNTY specification which will be required at serving locations designated by the Superintendent shall be provided by the CONTRACTOR.

2.13 Pre-Meal Preparation

2.13.1 CONTRACTOR shall be responsible for preparation/setup of serving locations and tables prior to meal as may be required by the food delivery system used.

2.13.2 All final preparation shall be done not more than four (4) hours prior to the serving time of the meal.

2.13.3 All vegetables must be cooked the same day they are to be served.

2.13.4 No foods shall be prepared more than one (1) day before serving, unless they are commercially prepared frozen foods.

2.13.5 Leftovers shall be labeled and dated as to date of preparation and shall not be stored more than three days in the refrigerator.

2.13.6 COUNTY shall not pay for meals that are spoiled at delivery, do not meet NSLP and State Breakfast Program (SBP) requirements or otherwise do not fulfill the specifications of the contract.

2.14 After Meal Clean-up

- 2.14.1 After meals are concluded, CONTRACTOR shall remove food carts, disposable plastic and paper supplies from the serving areas and return them to the kitchen.
- 2.14.2 CONTRACTOR shall clean the kitchen, dining rooms which are not an integral part of the living units, and pantries used by CONTRACTOR following the serving of each meal.
- 2.14.3 All pots, pans, dishes, utensils and flatware are to be washed at a temperature of from 140° F. to 160° F. Final rinse temperature is to be 180° F. or a sanitizing agent is to be used.
- 2.14.4 All work areas, work tables, sinks, stoves, ovens and mixers must be washed and sanitized after each shift usage.
- 2.14.5 Trash and garbage from units, pantries and all other areas served by CONTRACTOR shall be removed by the CONTRACTOR within one (1) hour after completion of food service. All trash and garbage shall be removed by the CONTRACTOR to the facility trash site, stored in impervious containers, and the trash site cleaned.
- 2.14.6 All large equipment, including walk-in and reach-in refrigerators, large ovens, hoods, vents and warmers must be washed and sanitized at least once a week.

2.15 Preparing and Serving Food

- 2.15.1 COUNTY will make available the existing kitchen facility and the hot & cold food cart service system used for delivering meals to the various serving areas.
- 2.15.2 CONTRACTOR shall provide additional pots, pans, serving trays, utensils and other small items required in the kitchen and serving areas.
- 2.15.3 CONTRACTOR is not obligated to use the current COUNTY system, which consists of considerable paper and plastic supplies (e.g. dishes, silverware, cups, etc.). If an alternate system is proposed by

CONTRACTOR, it must meet the requirements of, and be approved by, the COUNTY prior to instituting the service. CONTRACTOR may suggest alternate systems that could provide quality food service at lower cost.

2.15.4 COUNTY will provide a serving crew of juveniles and a supervisor in each of the 12 dayroom/dining serving areas and the ICU and infirmary dayroom/dining serving areas.

2.15.5 CONTRACTOR shall operate a minimum of two (2) Mobile Platform Trucks (electric trams) for delivery to the serving locations, if applicable to CONTRACTOR'S delivery system.

2.15.6 COUNTY will provide two (2) keyed switch 208 volt receptacles in each dayroom/dining area. The CONTRACTOR shall be responsible to deliver the serving carts, plug the carts into their receptacles with a keyed switch, and energized the receptacles.

After each meal is concluded, the CONTRACTOR shall de-energize the receptacles with the keyed switch, unplug the cards, and remove the serving carts. The CONTRACTOR is to ensure that the food cart receptacles located in the dayroom/dining areas are de-energized between meal times.

2.16 Bonding

Employee bonding is required. CONTRACTOR shall be responsible for furnishing insurance certificate or proof of coverage.

2.17 The COUNTY will retain control of the quality, extent and general nature of the food service program, and the prices to be charged for juvenile meals.

2.19 U.S.D.A. SURPLUS FOODS

2.19.1 Acquisition

2.19.1.1 CONTRACTOR shall have the option to use commodities donated to the COUNTY by the Food Distribution Section (FDS) under the USDA Commodity Distribution Program to the fullest extent possible in the preparation of meals. (See *Technical Exhibit V*). The COUNTY shall order available donated food commodities from

the FDS after conferring with representative(s) of the CONTRACTOR as to the type and quantity of such commodities which can be incorporated into the meals prepared. The COUNTY shall be invoiced by FDS for payment of any and all costs of delivering such commodities to the CONTRACTOR.

- 2.19.1.2 The CONTRACTOR shall keep records with respect to the receipt, use and inventory of USDA donated commodities as well as formulas, receipts, loadout sheets, bills of lading and other processing and shipping records to substantiate the use of donated commodities. Any commodities received by the COUNTY and made available to the CONTRACTOR shall inure only to the benefit of the COUNTY'S feeding operation and shall be utilized therein.
- 2.19.1.3 The CONTRACTOR'S books and records which pertain to the COUNTY'S feeding operation shall be retained for a period of five (5) years from the close of the Federal fiscal year to which they pertain and shall be made available for inspection by either state or federal representatives at any time, without prior notice, during normal office hours.
- 2.19.1.4 Donated commodities not utilized by the CONTRACTOR must be returned to the COUNTY or the FDS.
- 2.19.1.5 The CONTRACTOR may dispose of, by sale, any empty containers in which commodities are received and shall apply as a credit against the cost of this contract any funds received from the sale of such containers. Before any such sale, the CONTRACTOR shall obliterate or remove all restrictive markings on the containers if the containers are sold for commercial reuse. The CONTRACTOR may dispose of (1) any and all empty containers in which commodities are received, or (2) waste from donated commodities by a regular garbage disposal. The CONTRACTOR shall be under no obligation to first attempt to sell such containers for waste prior to such disposal.

2.19.2 Utilization/Control

The utilization/control of surplus commodities are subject to the following requirements:

2.19.2.1 The CONTRACTOR shall take a monthly physical inventory of the USDA donated commodities on the last calendar day of each month. The monthly physical inventory shall include for each item: The donated foods on hand at the beginning of the month, the quantity used during the month, the balance at the end of the month, the fair market value of each item used, and the total value of the donated foods used.

2.19.2.2 The CONTRACTOR shall complete the Monthly Commodity Activity Report (*Technical Exhibit V*) obtained from the FDS and forward it to the COUNTY within two days after the close of each month.

2.19.2.3 CONTRACTOR shall credit the COUNTY the USDA current fair market value of all of the USDA donated foods used during each month as shown on the Monthly Commodity Activity Report. Credit by the CONTRACTOR shall be against the CONTRACTOR'S monthly charge for the food service operations provided.

The USDA value of the donated foods shall be determined by the most recent pricing information published by the FDS at the time the contract is approved.

The credit for the USDA donated foods used each month shall be based upon the USDA value of the actual donated foods used and not upon the commercial price of a similar product (i.e., the credit for the use of USDA donated butter shall be based on the current USDA value of donated butter, not on the cost of margarine).

2.19.2.4 The COUNTY shall review and verify the information on the Monthly Commodity Activity Report prepared by the CONTRACTOR monthly. After receipt of the monthly invoices from the CONTRACTOR, the COUNTY shall forward to FDS on a monthly basis the documentation showing receipt of the credit for the fair market

value of the donated foods used for the month along with the Monthly Commodity Activity Report.

2.19.2.5 The COUNTY shall pay the FDS service and handling fees for USDA donated foods.

2.19.2.6 The USDA donated foods ordered by the COUNTY from the FDS shall be delivered to and used at the site for which they were ordered.

2.19.2.7 The USDA donated foods shall be used for the COUNTY meals only.

2.20 Inventory, Accounting and Reporting

The inventory, accounting and reporting requirements of the National School Lunch Program (NSLP) must be met by CONTRACTOR and such reports given to the Probation Department Business Office. CONTRACTOR shall prepare food production worksheets for breakfast, lunch, and dinner meals prior to the day of service. The worksheets must reflect all California School Lunch Program requirements. (See *Technical Exhibit P*). CONTRACTOR shall maintain records that COUNTY needs to support its claim for reimbursement. CONTRACTOR must report this information to COUNTY at the end of each month.

2.21 Suspension and Debarment Certification

The California Department of Education School Nutrition Program - Suspension and Debarment certification must be completed by the CONTRACTOR each time the Probation/School Food Authorities (SFA) renews or extends an existing contract that exceeds \$100,000. In these instances, the Probation/SFA must obtain a completed Suspension and Debarment Certification from either the potential proponent or existing contractor before any transactions can occur between the sponsor and the proponent or contractor (7 Code of Federal Regulations, Part 3017.110). This certification is required as part of the original proposal, contract renewal, or contract extension to assure the Probation/SFA that neither the proponent nor any of its key employees have been proposed for debarment, debarred, or suspended by a Federal Agency. The completed certification is to be attached to the signed contract and maintained on file by the SFA. (See *Technical Exhibit AA*)

2.22 Emergency Food To Be Kept On Hand

The amount and kind of emergency food kept on hand by CONTRACTOR for a two (2) week period shall be agreed upon

between the Probation Food Services Consultant and the CONTRACTOR.

2.23 County School Work Experience Program

CONTRACTOR shall participate in the COUNTY'S School Work Experience Program to provide on-site dayroom/dining training for juvenile food servers. CONTRACTOR shall spot check and review on a daily basis the dorm food service areas to ensure proper food serving techniques and compliance with Los Angeles County Department of Health Services standards and the provisions of Sections 2.9 and 2.10.

3.0 QUALITY CONTROL

The CONTRACTOR(s) shall establish and maintain a Quality Control Plan to assure the requirements of the contract are met. The plan shall be submitted as part of the proposal. An updated copy must be provided to the Probation Contract Manager on the contract start date and as changes occur. The original plan and any future amendments shall include, but not be limited to the following:

- 3.1 An inspection system covering all the services listed in *Technical Exhibit N*, the Performance Requirements Summary. It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the CONTRACTOR(s) and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract.
- 3.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of the CONTRACTOR'S employees or any other unusual occurrence (i.e. power loss) which would result in the CONTRACTOR(s) being unable to perform the contracted work.
- 3.5 The methods for assuring that confidentiality of juvenile records are maintained.
- 3.6 The methods for maintaining security of records and prevention of loss or destruction of COUNTY and/or CONTRACTOR'S data.

4.0 QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and performance standards. CONTRACTOR(s) deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR(s). If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in *Technical Exhibit N*, "Performance Requirements Summary", or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

4.1 Performance Evaluation Meetings

The Project Director or his alternate shall meet at least weekly with the COUNTY Program Manager during the first three (3) months of the contract, if COUNTY Program Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the CONTRACTOR'S Project Director and the COUNTY'S Program Manager. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the Program Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule.

4.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR(s) who, in the opinion of the COUNTY Contract Manager, is unsatisfactory, will be removed and replaced by the CONTRACTOR(s) within twenty-four (24) hours.

4.4 Monthly Self-Monitoring Reports

CONTRACTOR shall produce at the end of each month informational reports that indicate the level and type of services rendered for the Probation Department. The CONTRACTOR will

forward this report to the COUNTY'S Contract Manager by the 10th working day of the following month for which the services were rendered. Report format and content is subject to final COUNTY review and approval.

4.5 Contract Discrepancy Report (*Technical Exhibit Z*)

Verbal notification of a Contract discrepancy will be made to the COUNTY Program Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

The COUNTY Program Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the COUNTY Program Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the COUNTY Program Manager within ten (10) workdays.

4.6 COUNTY Observations

In addition to departmental contracting staff, other COUNTY personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the CONTRACTOR'S performance.

5.0 DEFINITIONS

5.1 Acceptable Quality Level (AQL) - A measure to express the leeway or variance from a standard before Probation can apply damages as specified in *Technical Exhibit N*. An AQL does not imply that the CONTRACTOR(s) may knowingly perform in a defective way. It implies that the COUNTY recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR(s) correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR'S service.

5.2 Contract Discrepancy Report (CDR) - A report prepared by the County Program Manager to inform the CONTRACTOR(s) of faulty service. The CDR requires a response from the CONTRACTOR(s) explaining the problem and outlining the remedial action being taken to resolve the problem.

- 5.3 CONTRACTOR Project Director - CONTRACTOR'S officer or employee responsible for overall management and coordination of contract services on CONTRACTOR'S behalf and act as the central point of contact with the Probation Department.
- 5.4 County Contract Project Monitor: Person with responsibility to monitor the contract. Responsibility for providing reports to County Contract Manager and County Program Manager.
- 5.5 COUNTY Contract Manager – Person designated by County with authority for County on contractual or administrative matters relating to this contract.
- 5.6 COUNTY Program Manager - Person designated by COUNTY to manage the operations under this contract.
- 5.7 Superintendent - The Senior Director of Challenger Memorial Youth Center. He/she, or his/her designee will make the decisions for the facility.
- 5.8 Contract Start Date - The date the CONTRACTOR(s) begins work (start of the basic contract period) in accordance with the terms of the contract.
- 5.9 Juvenile Records - Personal and social history, including criminal information of a juvenile offender. The records include legal documents and other information, which are confidential. The information is not to be discussed with or disclosed to unauthorized persons as defined by the Probation Department.
- 5.10 Liquidated Damages - The monetary amount deducted from CONTRACTOR'S payment due to contract non-compliance and/or deficiencies in performance.
- 5.11 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to insure contract performance standards are met by the CONTRACTOR(s) (*Technical Exhibit N*).
- 5.12 Quality Assurance Evaluator (QAE) - The Probation employee responsible for monitoring CONTRACTOR'S compliance with the contract.
- 5.13 Quality Assurance Plan (Surveillance Plan) - The plan developed by Probation, specifically to monitor contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.14 Quality Control Program - All necessary measures taken by the CONTRACTOR(s) to assure that the quality of service will meet the

contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.

- 5.15 User Complaint Report (UCR) - A report prepared by probation personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the CONTRACTOR(s).

6.0 PERSONNEL

6.1 COUNTY Contract Manager

6.1.1 The Chief Probation Officer of the COUNTY of Los Angeles or his designee, is designated COUNTY Contract Manager, who will have full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.

6.1.2 The Contract Manager shall provide direction to CONTRACTOR(s) in areas relating to policy, information and procedural requirements.

6.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in the Standard Terms and Conditions.

6.1.4 COUNTY reserves the right to have a Contract Manager or designated alternate interview any or all-prospective employees of CONTRACTOR(s).

6.1.5 COUNTY will inform the CONTRACTOR(s) of the name, address and telephone number of the Contract Manager at the time the contract is awarded.

6.2 CONTRACTOR(s) Project Director

6.2.1 The CONTRACTOR(s) shall provide its own full-time officer or employee as Project Director and designate the person in the proposal. The Project Director or an approved alternate shall be assigned locally and available for telephone contact between 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding COUNTY holidays. An answering service (or machine) is not acceptable. The Project Director shall provide overall management and coordination of contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with the Probation Department.

When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Project Director, an equally qualified individual shall be designated to act for the Project Director.

6.2.2 The Project Director shall have full authority to act for the CONTRACTOR(s) on all contract matters relating to the daily operation of this contract.

6.2.3 The Project Director shall be available during normal weekday work hours, 8:00 A.M. to 5:00 P.M., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

6.2.4 The Project Director shall have at least three (3) years of demonstrated previous experience within the last five (5) years in the management and operation of food services or functions of similar scope.

6.2.5 The Project Director and alternate(s) must be able to read, write, speak and understand English.

6.2.6 COUNTY shall have the right of review and approval of the Project Director. COUNTY shall have the right of removal of the Project Director and any replacement recommended by CONTRACTOR(s).

6.3 Other CONTRACTOR Personnel

6.3.1 The CONTRACTOR(s) shall be responsible for providing competent staff to fulfill the contract. COUNTY shall have the right to review and approve potential staff prior to assignment.

6.3.2 All personnel must be able to read, write and speak English.

6.3.3 The CONTRACTOR shall insure that each employee performing services covered by this contract to sign and adhere to the Contractor Employee Acknowledgement and Confidentiality Agreement. (Refer to *Technical Exhibit W*)

6.3.4 The CONTRACTOR shall insure that by the first day of employment, all persons who may have access to juvenile records, and arrest information have signed an acknowledgment that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR(s) shall retain original CORI form and

forward a copy to Contract Manager within five (5) business days of start of employment. (Refer to *Technical Exhibit Y*)

6.3.5 The CONTRACTOR(s) shall not employ any person twenty (20) years of age or younger for positions within the confines of a Probation facility.

6.3.6 Personnel provided by CONTRACTOR shall present a neat appearance and be properly attired.

6.3.7 The Manager/Supervisor shall meet monthly, or as requested by COUNTY, with the Contract Manager and other designated staff, including the Quality Assurance Evaluator and inspect the facilities to ensure the quality of the food services being performed. A summary report of their findings, including any deficiencies, will be prepared by the Contract Manager and submitted to the CONTRACTOR(s) for remedial action, and a copy will be provided to the Contract Development Section.

6.3.8 The Manager/Supervisor shall inspect the food operation at least weekly.

6.3.9 A committee consisting of at least two (2) persons hired by the CONTRACTOR(s), one of whom shall be the Manager/Supervisor and the appropriate Probation staff member(s) shall meet monthly, or as determined by COUNTY, to; (1) evaluate the food and related services program; and (2) to solve problems within a time frame designated by the Contract Manager.

6.4 CONTRACTOR'S Security Requirements

6.4.1 Employee security identification badges, including photograph and physical description of the subject employee, shall be provided by the CONTRACTOR(s) at his expense. Such badge shall be displayed on CONTRACTOR'S employees at all times while he/she is within the confines of each facility.

6.4.2 CONTRACTOR'S employees are subject to reasonable dress codes when in the facility; may not bring visitors into the facility; may not bring in any form of weapons or contraband; may not bring in any alcohol or drugs or be under the influence of alcohol/drugs; are subject to search; must not have social contact with minors in Challenger Memorial Youth Center or after a minor's release from the facility; and are otherwise subject to all rules and regulations

of the facility; and must conduct themselves in a reasonable manner at all times.

- 6.4.3 CONTRACTOR shall immediately report to the Contract Manager the name(s) of any detainee(s) in the facility who are close friend or relative to CONTRACTOR'S staff assigned to Challenger Memorial Youth Center.
- 6.4.4 CONTRACTOR shall immediately report to the Facility Superintendent any accidents and/or loss of kitchen utensils, equipment and, supplies. CONTRACTOR will make counts of utensils after each meal, and as directed by the Superintendent, for security and inventory purposes. A record of the counts will be maintained by CONTRACTOR subject to COUNTY inspection and review.
- 6.4.5 CONTRACTOR'S employees shall enter through only one location in the facility (Key Center) and are not permitted on the grounds other than coming to or leaving the kitchen on the way to work or after work or in the course of providing service to the facility.
- 6.4.6 CONTRACTOR'S employees will be required to Sign In and Sign Out on the Visitor's Log; and the Log will also serve to show the time and date(s) food services staff were in the facility.
- 6.4.7 Keys and pictured ID tokens issued by the COUNTY to CONTRACTOR'S employees for areas other than the kitchen must be picked up and left with the Key Center daily. CONTRACTOR shall immediately report to the Superintendent any loss of key and/or ID tokens.
- 6.4.8 CONTRACTOR will be assigned keys, as necessary which cannot be duplicated, for specified facilities, and CONTRACTOR accepts full responsibility of said keys. The CONTRACTOR shall acknowledge receipt of keys on a memorandum furnished by the COUNTY. Duplication of said keys is a misdemeanor (Penal Code of the State of California Chapter 3, Section 469). Facility keys must be attached to employee(s) at all times.
- 6.4.9 CONTRACTOR shall provide the Superintendent with a current list of employees, on a monthly basis.

6.5 CONTRACTOR Employee Acceptability

6.5.1 The CONTRACTOR(s) shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee from working on this contract, when reasonably requested to do so by the COUNTY Contract Manager.

6.5.2 When personnel are needed for a job with public contact, the COUNTY Contract Manager may, at his or her sole discretion, direct the CONTRACTOR(s) to replace any of the food service staff the COUNTY Contract Manager determines is inimical to the public or Probation clientele during the performance of their job, or which otherwise made it inappropriate for such persons to be in contact with the public or probation clients.

6.6 OTHER CONTRACTOR OBLIGATIONS

6.6.1 Physical Examinations

Employees of the CONTRACTOR(s) must undergo an initial physical examination to assure no infectious disease exists before commencing work which will include the following:

The special inspection of skin, nails, and mucous membranes; VDRL; Chest X-ray, 14x17 (not minichest); stool examination for ova parasite, and culture; SGOT and SGPT.

6.6.1.1 In addition, these employees must undergo an annual physical examination to assure no infectious disease exists before continuing work. CONTRACTOR(s) shall refer to Standard Terms and Conditions and ensure compliance.

6.6.1.2 All physical examinations shall be at CONTRACTOR'S expense and proof of compliance will be maintained by CONTRACTOR(s) and available for inspection by the COUNTY.

6.6.1.3 In lieu of an annual physical examination, CONTRACTOR(s) may elect the following program:

- a. Maintain a record of why each employee is absent.

- b. If any absence due to illness is for five (5) or more consecutive days, employee must present a statement from the attending physician defining the nature of the illness. If doctor's statement relates to any infectious disease, it must clearly state that employee can return to food handling duties.
- c. A physical re-examination shall be required when an employee has 30 cumulative or consecutive days of illness in a 12-month period of time and the attending physician's documentation does not clearly indicate the employee is free to return to work. A worker with chronic recurrent illness will be subject to investigation and review of records by the COUNTY Occupational Health Services Medical Director. The Director's review is an evaluation only and does not include medical treatment, which is not a COUNTY responsibility.

6.6.2 Health Standards and Cleanliness

The CONTRACTOR shall meet the COUNTY'S Department of Health Services standards and State health regulations, including those for cleanliness, at all times. It is the CONTRACTOR'S daily responsibility to keep the entire interior of the kitchen building, staff dining room, all equipment, storage rooms, trash area and individual serving areas (including exterior and interior doors and windows) clean and in a sanitary condition to preclude any infestation by vermin, insects or rodents. CONTRACTOR will be responsible for cleaning up any areas outside the kitchen where food or trash is spilled by the CONTRACTOR. CONTRACTOR shall develop and maintain a cleaning schedule showing work completion dates for cleaning all large equipment, (i.e., walk-in and reach-in refrigerators, large ovens, hoods, vents and warmers) as a record for compliance with these requirements.

6.6.3 Gratuities

It is improper for any COUNTY Officer, employee, or agent to solicit consideration, in any form from a CONTRACTOR with the implication, suggestion, or statement that the CONTRACTOR'S provision of the consideration may secure

more favorable treatment for the CONTRACTOR in the award of the contract or that the CONTRACTOR'S failure to provide such consideration may negatively affect the COUNTY'S consideration of the CONTRACTOR'S submission. A CONTRACTOR shall not offer or give, either directly or through an intermediary, consideration, in any form, to a COUNTY Officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A CONTRACTOR shall immediately report any attempt by a COUNTY officer, employee, or agent to solicit such improper consideration. The report shall be made either to the COUNTY Manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the CONTRACTOR'S submission being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

6.6.4 Consideration of Hiring COUNTY Employees Targeted for Layoffs

Should CONTRACTOR(s) require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, CONTRACTOR(s) shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this contract.

6.6.5 Policy and Procedure Manual

CONTRACTOR shall provide a policy and procedure manual covering kitchen staff orientation and training, food preparation, nutrition, food storage, sanitation, equipment, supplies and ordering procedures.

6.6.6 Uniforms for Employees

Complete uniforms (pants, tops, etc.) hair coverings required by COUNTY health Department regulations will be provided by CONTRACTOR and his/their expense.

7.0 COUNTY-FURNISHED PROPERTY AND SERVICES

The COUNTY shall provide no materials, equipment and/or services necessary to operate this contract except as listed below:

7.1 COUNTY Provision of Utilities

7.1.1 On-Site Provisions

The COUNTY will provide all utilities to the kitchen, including gas, electricity, heat, steam, sewage with traps and water.

Telephones which handle incoming calls and calls within the facilities shall be provided by the COUNTY at the facilities. Any telephone(s) needed for outgoing calls must be provided at CONTRACTOR'S expense.

7.1.2 Off-Site Provisions

No utilities or telephones will be provided by the COUNTY to the CONTRACTOR(s) if off-site facilities are used.

7.2 COUNTY Provision of Services

7.2.1 The COUNTY shall be responsible for maintaining equipment which does not require human effort to operate including, but not limited to, walk-in refrigerators, freezers, fixed plumbing, heating and lights. (*See Technical Exhibit U*)

7.2.2 COUNTY shall provide fuel to operate food trams.

7.2.3 COUNTY shall provide regular weekly extermination service at a pre-scheduled time between 8:00 a.m. and 5:00 p.m.

7.2.4 Pickup of trash and garbage from dumpsters at the facility trash site shall be provided at COUNTY expense.

7.2.5 Parking for CONTRACTOR personnel will be provided when available. In the event COUNTY implements paid parking, CONTRACTOR will be responsible to pay the parking fee. COUNTY is not responsible for any damage to vehicles owned by CONTRACTOR or CONTRACTOR'S employees.

7.3 Maintenance of Certifications

COUNTY shall maintain applicable health certifications if CONTRACTOR prepares and serves food on COUNTY premises, and will ensure CONTRACTOR meets all State and local regulations when preparing and serving meals. If CONTRACTOR prepares or serves food in a facility not located on COUNTY premises, CONTRACTOR shall maintain State and local health certifications for the facility and shall maintain the certifications for the duration of the contracts.

7.4 Signature Authority

COUNTY shall retain signature authority on the National School Lunch Program and School Breakfast Program contracts, the Free and Reduced Price Policy Statement and the claim for reimbursement. COUNTY shall be responsible for determining eligibility for free and reduced price meals.

8.0 CONTRACTOR-FURNISHED ITEMS

8.1 General

The CONTRACTOR(s) shall furnish all necessary personnel required to perform all services required by EXHIBIT A: STATEMENT OF WORK.

8.2 Health Education

CONTRACTOR shall provide health education for food service workers.

8.2.1 It shall cover all aspects of food handling, including contamination by bacteria, chemicals, insects, rodents, and parasites, proper sanitation procedures and relevant laws.

8.2.2 CONTRACTOR may accomplish this three to four hour training by accepting COUNTY instruction, as long as it can be provided without charge, or by obtaining an equivalent level of training from other sources as approved by COUNTY.

8.2.3 Reimbursement for Costs Incident to Loss of Keys: CONTRACTOR shall reimburse COUNTY for any and all costs, as defined by COUNTY, incurred incident to loss of keys by CONTRACTOR's employees, including, but not limited to, costs of re-keying locks at the facility. All monies paid by and costs incurred by

COUNTY for such repairs or replacement of locks shall be paid by CONTRACTOR upon demand, or COUNTY may offset the cost of such repairs/replacements against any monies due to CONTRACTOR from the COUNTY.

- 8.2.4 All materials required to perform this contract, and not otherwise mentioned as being provided by the COUNTY, shall be provided by the CONTRACTOR(s) at his/her expense.

9.0 HOURS/DAY OF WORK

9.1 Recognized Holidays

The CONTRACTOR will be required to provide service on COUNTY-recognized holidays at Challenger Memorial Youth Center. These holidays change from year to year. The Contract Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays.

10.0 WORK SCHEDULES

- 10.1 CONTRACTOR shall submit for review and approval a work schedule for each facility to the COUNTY Program Manager and a copy to the COUNTY'S Contract Manger within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 10.2 CONTRACTOR shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the COUNTY facility's Superintendent and a copy to the COUNTY'S Contract Manger for review and approval within five (5) working days prior to scheduled time for work.

11.0 UNSCHEDULED WORK

- 11.1 CONTRACTOR(s) agrees that any work performed outside the scope of "Statement of Work" or the "Other Contractor Obligations" sections of this document, without the prior written approval of the COUNTY in accordance with the contract Section 8.4, "Changes and Amendments of Terms," shall be deemed to be a gratuitous effort on the part of the CONTRACTOR(s), and the CONTRACTOR(s) shall have no claim therefore against the COUNTY.

12.0 SPECIFIC WORK REQUIREMENTS

12.1 EMERGENCY CONDITIONS/INOPERABLE FACILITY

12.1.1 Emergency Conditions

In the case of emergency or unusual event, all employees of CONTRACTOR located on-site shall be subject to direction of the Superintendent. CONTRACTOR and its employees shall cross picket lines and provide services contracted for during any work action or strike, to the extent permitted by law, including the National Labor Act and any similar State law. In the event of a COUNTY labor dispute which affects the delivery of services hereunder, CONTRACTOR may submit to Superintendent a claim for additional costs incurred in providing food service. Such claim shall be submitted to COUNTY Board of Supervisors for approval. This procedure shall also be followed when other emergencies not related to work action occur.

12.1.2 Inoperable Facility

In the event COUNTY's facility, kitchen, or part thereof, becomes inoperable due to fire, earthquake, flood, riot or other event outside the control of CONTRACTOR, additional expenses to provide the contract services, as agreed to by the Superintendent, shall be borne by the COUNTY in the event the COUNTY elects to continue the contracts; however, should such event outside the control of the CONTRACTOR cause the contracts to be inoperable, the COUNTY shall have the right to terminate the contracts without further obligations for food services.

12.2 FOOD, EQUIPMENT & UTENSIL REIMBURSEMENT

12.2.1 Staples and Consumable Supplies

If applicable, a food staples and consumable supplies inventory will be taken prior to the start of the contract by the CONTRACTOR and COUNTY. All of these items will be given a dollar value based on cost of purchase. COUNTY shall receive a credit against the contract payments based upon this agreed-upon dollar value.

12.2.2 Equipment, Utensils and Non-Consumable Supplies

12.2.2.1 A complete inventory of all equipment, utensils and non-consumable supplies as well as their

specific condition will be taken by the CONTRACTOR and the COUNTY at the start of the contract. Another inventory will be taken at the close of the contract. All equipment and utensils must be returned to COUNTY in the same condition as received, less consideration for normal wear and tear.

12.2.2.2 CONTRACTOR shall reimburse COUNTY, at a reasonable cost to be determined by the superintendent, for the missing or broken COUNTY equipment, utensils or non-consumable supplies at the close of the contract or COUNTY may offset said cost against any monies due to CONTRACTOR from COUNTY.

12.3 MAINTENANCE, REPAIR & MODIFICATION OF FACILITY & EQUIPMENT

12.3.1 Condition of Kitchen at Contract Inception

COUNTY will provide complete, operable and sanitary kitchen at contract inception.

12.3.2 Equipment Changes/Additions and Facility Alterations/Repairs Deemed Necessary by CONTRACTOR

CONTRACTOR shall describe the equipment, if any, necessary to supplement or replace existing COUNTY equipment and the COUNTY facility alterations/repairs, if any, necessary to support CONTRACTOR'S service hereunder. Such description shall include, but not be limited to: a list of equipment, including the price (less investment tax credit); quantity of items; serial numbers (if applicable); a detailed description of the equipment and a detailed statement of any installation costs and/or any alterations/repair costs.

12.3.2.1 Facility Alterations

12.3.2.1.1 In the event that the contract results in the alterations/repair of any COUNTY facility by CONTRACTOR, then prior to the commencement of any such alterations/repair CONTRACTOR shall obtain prior written approval of the plans and specifications for such alterations/repair from the Probation Department and the Internal Services

Department. The Internal Services Department may condition its approval upon the posting of such performance, labor and material bonds (with COUNTY named as an additional obligee) as will assure the satisfactory and timely completion of the proposed alterations/repair.

12.3.2.1.2 In the event that the contract results in any alterations/repair of a COUNTY facility where the estimated costs of such alterations/repair, including labor and material, exceeds ten thousand dollars (\$10,000), then the alterations/repair may be subject to the competitive bidding requirements of State law.

12.3.2.1.3 The financing and acquisition of any such equipment and the alterations/repair of any COUNTY property will be subject to the provisions of the State Constitution, statutes, regulations and COUNTY ordinances as well as prior approval of the COUNTY including the Chief Probation Officer and other concerned officers.

12.3.3 EQUIPMENT AND OTHER PERSONAL PROPERTY

12.3.3.1 Except as otherwise provided in 12.3.3.3 below, all equipment and other personal property which will be acquired by purchase or lease for the performance of services hereunder, which will be paid for by COUNTY, and which may be or may become COUNTY property, may be acquired by COUNTY's Internal Services Department either from CONTRACTOR or from any other provider, except that consumable items incident to the performance of services by CONTRACTOR hereunder (e.g., raw food, cleaning supplies) may be acquired independently by CONTRACTOR.

In the acquisition of all equipment and other personal property for services hereunder, CONTRACTOR shall comply with all

requirements of Superintendent and COUNTY's Internal Services Department. All deliveries of equipment and other personal property shall be at times and on routes approved by Superintendent.

12.3.3.2 All equipment to be used by CONTRACTOR for the performance of services hereunder shall be subject to the prior approval of Superintendent.

12.3.3.3 CONTRACTOR shall purchase as described pursuant to Section 12.3, Paragraph 12.3.2. The cost of any such equipment which is purchased by CONTRACTOR shall be depreciated/amortized fully on a straight line monthly basis over the period from the date of acquisition by CONTRACTOR to and including the expiration of 60-months following implementation of contract.

CONTRACTOR shall be responsible for normal and appropriate equipment installation. If necessary, CONTRACTOR shall reimburse COUNTY for any costs incurred by COUNTY, as determined by COUNTY, to install such equipment or COUNTY may deduct such costs from any amounts due to CONTRACTOR from COUNTY hereunder.

The time for acquisition of such equipment shall be in accordance with a schedule approved by Superintendent.

12.4 AMORTIZATION – COUNTY PROPERTY

Any new equipment purchased, installed and amortized by CONTRACTOR in performance of this contract and/or any alterations, modifications or repairs of the facility will become COUNTY property, except as provided in Paragraph 12.8 below. At the expiration of 60 months following implementation of contract, title to all such equipment shall be transferred to COUNTY without any charge to COUNTY.

12.5 CARE AND MAINTENANCE EQUIPMENT

CONTRACTOR shall be responsible for all equipment which requires human effort to operate, including but not limited to: dishwashers, mixers, toasters, and trams, food carts, ovens and stoves. The CONTRACTOR will have the direct

responsibility for maintaining the above equipment in working condition at all times. (See *Technical Exhibit U*)

12.6 EQUIPMENT REPLACEMENT

If the CONTRACTOR uses COUNTY equipment, etc., the COUNTY will replace equipment and utensils which are damaged or worn out when their repair or further maintenance is not considered by the COUNTY to be economically feasible and it has been determined by the COUNTY that there has not been negligence on the part of the CONTRACTOR. The CONTRACTOR must pay the COUNTY for the cost of replacing equipment and utensils, less normal depreciation, if the CONTRACTOR is found by the COUNTY to have been negligent in their use, care, control and/or maintenance.

12.7 DAMAGE TO FACILITY, BUILDING OR GROUNDS

12.7.1 CONTRACTOR will repair, or cause to be repaired, at his own cost, any and all damage to facilities, building, or grounds caused by CONTRACTOR, employees of CONTRACTOR, or persons for companies making pick-ups from or deliveries to CONTRACTOR. CONTRACTOR shall be responsible for the maintenance and repair of the interior of the kitchen, and pantries and serving areas under its exclusive use and control. Such repairs or due diligent efforts to begin such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no case later than thirty (30) days after occurrence.

12.7.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All monies paid by and costs incurred by COUNTY for such repairs shall be repaid by CONTRACTOR upon demand, or COUNTY may offset the cost of the repairs against any monies due to CONTRACTOR from the COUNTY.

12.8 EQUIPMENT PURCHASE OPTION

In the event that the contract is terminated prior to completion of the 60-month period, COUNTY shall have the option to purchase any such equipment purchased by CONTRACTOR by paying CONTRACTOR the cost of such equipment less accumulated prior payments.

In the event that the contract is terminated prior to completion of 60-month period and COUNTY does not exercise such option to purchase such equipment, then:

12.8.1 CONTRACTOR may enter COUNTY premises where such equipment is located and take possession of such equipment and retain all prior payments regarding such equipment as full compensation for their use and depreciation.

12.8.2 If CONTRACTOR takes possession of such equipment then CONTRACTOR shall reimburse COUNTY for any costs incurred by COUNTY, as determined by COUNTY, to restore COUNTY'S premises to the condition as existed prior to the installation of such equipment or COUNTY may deduct such costs from any amounts due to CONTRACTOR from COUNTY.

12.9 INSPECTIONS

12.9.1 Inspection of Food

CONTRACTOR guarantees the quality and wholesomeness of all food served notwithstanding any inspections or supervision by the Superintendent and/or Probation Food Services Consultant.

12.9.2 Inspection of Food Preparation and Serving Areas

The kitchen, staff dining room and serving areas shall be accessible and subject to inspection by the Superintendent and/or Probation Department Food Services Consultant at any time. These persons may sample any of the food served for any meal.

12.9.3 Inspection of Off-Site Areas

In the event food is stored or prepared off-site, the Superintendent and/or Probation Department Food Services Consultant shall have the right to inspect such location(s) at any time.

Inspection of books and records which pertain to the COUNTY'S feeding operation shall be made available for inspection by either COUNTY, State or Federal representatives at any time without prior notice during normal office hours.

12.9.4 Inspection by Other Agencies

The kitchen, staff dining room, serving areas and/or any off-site food preparation or storage location(s) used by the CONTRACTOR shall be subject to inspection by any authorized COUNTY staff and staff of other appropriate public entities responsible for inspection of COUNTY Juvenile facilities.

12.9.5 Inspection of Equipment

The COUNTY reserves the right to conduct periodic inspection and audits concerning the condition of all assigned kitchen components and equipment during the term of this contract. CONTRACTOR shall report all building and equipment deficiencies to the Superintendent prior to making any alterations for repairs.

12.10 SECURITY OF SUPPLIES AND EQUIPMENT

CONTRACTOR is responsible for and must provide security for all supplies and equipment used in the course of the contracts in the kitchen building, pantries, dining rooms and those serving areas under their exclusive control.

12.11 DELIVERY OF SUPPLIES TO FACILITY

Deliveries of supplies to the facility for the kitchen must be at times and on routes acceptable to the Superintendent.

12.12 GOVERNMENT OBSERVATIONS

COUNTY and/or personnel from other governmental jurisdictions, other than Contract Manager and Quality Assurance Evaluator, may from time to time be authorized by Probation Department to observe contract operations. However, these personnel will not unreasonably interfere with CONTRACTOR's performance.

12.13 PHOTOCOPY/DUPLICATING

CONTRACTOR must provide for any necessary photocopying/duplicating at his own expense.

12.14 LAWS AND LIMITATIONS

CONTRACTOR agrees to comply with all applicable local, State and Federal laws and regulations including CAL OSHA standards for HIV, Hepatitis B, etc. CONTRACTOR understands that any

findings and/or recommendations must conform to the codes, laws, rules and regulations governing the agencies and departments involved. Where CONTRACTOR believes changes in codes, laws, rules and regulations are needed to effect desirable improvements, he/she shall so indicate. Such changes, if deemed appropriate, shall be sought by the COUNTY at its discretion.

12.15 PREVAILING WAGES FOR COVERED CRAFTS

- 12.15.1 CONTRACTOR, its subcontractors, agents, and employees shall be bound by and shall comply with all applicable provisions of the California Labor Code as well as all other applicable Federal, State, and local laws related to labor.
- 12.15.2 CONTRACTOR, its subcontractors, agents and employees shall pay the prevailing wage rate established by the State Department of Industrial Relations Public Works Payroll Reporting Form to those employees who perform work which is subject to the prevailing wage requirement of the California Labor Code.
- 12.15.3 CONTRACTOR shall post at each job site, a copy of the determination of the prevailing rate of per diem wages for each craft or type of workman covered by the prevailing wage requirement needed to execute the maintenance position of this contract and shall certify in writing that the posting of the copy of the determination required by Labor Code Section 1773.2 has been completed.
- 12.15.4 CONTRACTOR shall collect, maintain and submit on a monthly basis to the County Probation Department on the form shown as *Technical Exhibit S*, the Department of Industrial Relations Public Works Payroll Reporting Form, for each covered worker who performs work at Challenger Memorial Youth Center along with its certification thereof in the form also shown on *Technical Exhibit S*.
- 12.15.5 CONTRACTOR, its subcontractors, agents and employees shall comply with Labor Code Section 1777.5 with respect to employment of apprentices.
- 12.15.6 CONTRACTOR, its subcontractors, agents and employees are directed to the requirements of the Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for the covered crafts and neither CONTRACTOR nor any subcontractors hereunder shall require or permit any

covered worker to perform any of the covered work described in *Exhibit A, 1.0 and 2.0 and Technical Exhibit S* for more than eight hours during any one calendar day or more than forty (40) hours during any one calendar week except as authorized by Labor Code Section 1815. For each violation of the provisions of Labor Code Sections 1811 through 1815, CONTRACTOR shall forfeit to the COUNTY the penalty set forth therein.

12.16 WORK OUTSIDE OF SCOPE OF CONTRACT

The CONTRACTOR agrees that any work performed outside the scope of the Statement of Work, Exhibit A section of this document, without the prior written approval of the COUNTY in accordance with the contract, Section 8.4., Changes and Amendments of Terms, shall be deemed to be a gratuitous effort of the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

13.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) *Technical Exhibit N* are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on CONTRACTOR.

A standard level of performance will be required of CONTRACTOR(s) in the areas of food services. *Technical Exhibit N* summarizes the required services, performance standards, maximum allowable deviation from the standards, monitoring methods to be used by the COUNTY, and monetary damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in *Technical Exhibit N*, or other such procedures as may be necessary to ascertain CONTRACTOR(s) compliance with this contract. Failure of the CONTRACTOR(s) to achieve this standard can result in a deduction from CONTRACTOR'S monthly payment as determined by COUNTY.

When the CONTRACTOR'S performance does not conform with the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:

- Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR'S failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR'S future invoice.

This section does not preclude the COUNTY'S right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

14.0 ADDITION/DELETION OF FACILITIES

CONTRACTOR is responsible for providing food and related services for the Challenger Memorial Youth Center. Facilities, work force and/or work hours may be added or deleted during the Agreement term upon at least a five (5) calendar day written notice by COUNTY.

- A. Facilities may be added to the contract at an amount agreed between COUNTY and CONTRACTOR at the time of adding the facility. The amount agreed upon shall be consistent with CONTRACTOR'S costs for existing services for similar facilities.
- B. Emergency and additional staff or work hours added to an existing facility in the Contract will be compensated at the per meal cost proposed by CONTRACTOR.
- C. If additional supplies are required on a regular basis, COUNTY will determine if there is to be an increase in costs.

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EXHIBIT B
PRICING SCHEDULE

INTEGRATED SUPPORT SOLUTIONS, INC. PRICING SCHEDULE

CONTRACTOR agrees to perform stated services for a per meal fee as follows:

MEALS PER DAY	COST PER MEAL NET OF TAX MEAL	SALES TAX	COST PER MEAL WITH SALES TAX
1900-1999	2.1617	\$0.02675	\$ 2.1885
2000-2099	2.1241	\$0.02629	\$ 2.1504
2100-2199	2.0811	\$0.02575	\$ 2.1069
2200-2299	2.0462	\$0.02535	\$ 2.0715
2300-2399	2.0142	\$0.02493	\$ 2.0391
2400-2499	1.9847	\$0.02456	\$ 2.0093
2500-2599	1.9578	\$0.02423	\$ 1.9820
2600-2699	1.9328	\$0.02392	\$ 1.9567
2700-2799	1.9096	\$0.02363	\$ 1.9332
2800-2899	1.8929	\$0.02342	\$ 1.9163
2900-2999	1.8728	\$0.02318	\$ 1.8960
3000-3099	1.854	\$0.02294	\$ 1.8769
3100-over	1.8364	\$0.02273	\$ 1.8591

****Exhibits K and L must be submitted with each monthly invoice.** Refer to the Contract, Standard Terms and Conditions for specifications to submit invoices/payments and all applicable forms for the living wage program.

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

SAMPLE STAFFING PLAN																			
COMPANY NAME		Integrated Support Solutions, Inc.																	
COMPANY ADDRESS		14558 Sylvan Street, Van Nuys, CA 91411																	
PROJECT		Challenger Memorial Youth Center																	
DEPARTMENT NAME		Food Services																	

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

~~EXHIBIT 9~~

PROPOSER'S EEO CERTIFICATION

INTEGRATED SUPPORT SOLUTIONS, INC.

Company Name

14558 Sylvan Street, Van Nuys, California 91411

Address

95-4574288

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agree that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting Discrimination in all phases of employment	(X)	()
2. Proposer periodically conducts a self-analysis or Utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment Practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective Action to include establishment of goal and/or timetables.	(X)	()

Paul Murphy
Signature

January 28, 2005
Date

Paul Murphy, Chief Operations Officer
Name and Title of Signer (please print)

EXHIBIT O

CAMP	HEAD COOK	MENU #3	DATE:	APPROVED BY:
DAY	BREAKFAST		LUNCH	DINNER
MENU 3				
Sunday	Raisins 1/2C / COLD CEREAL 2 BOXES / WG BAGEL 1 WH LF CREAM CHEESE 1 TBSP JAM 1 OZ SAUSAGE PATTY 1 OZ MILK 1PT	SPAGHETTI W/ MEAT SAUCE 1 1/2 C ITALIAN SQUASH 1/2 C MIXED GREEN SALAD 1 C LF ITALIAN DRESSING 2 OZ MIXED FRUIT 1/2 C / WG GARLIC BREAD 1 SL MILK 1/2PT.	BAKED HAM/ 2 OZ FRUIT SAUCE 3 OZ CREAMED POTATOES 1/2 C GREEN BEANS 1/2 C CABB, APPLE, RAISINS SALAD 1/2C *SWEET POTATO PIE w/ WHIP TOPP 1 SL / WG BREAD 2 SL MARG. 2PATS MILK 1/2PT	
Monday	ORANGE 1 WH / OATMEAL 1 C SCRAM EGG 1/4 C HASH BROWN POTATO 3/4 C / WG TOAST 2 SL MARG. 2PATS MILK 1 PT	/ BREADED CHICKEN 1 WG BUN 3 OZ LETTUCE AND TOMATOES 1C LF MAYO,MUSTD,CATSUP,SW RELISH BROCCOLI 1/2C * SPINACH SALAD 1 C CHERRY CRISP 2 PC MILK 1/2PT	VEGETABLE LASAGNA 2PC / WG ITALIAN BREAD 1SL MARG 1 PAT CAESAR SALAD 1 C BLOND BROWNIES 1 SQ MILK 1/2PT.	
Tuesday	BANANA 1 WH / RAISIN BRAN CEREAL 2 BOXES HAM PATTIE 1 OZ HASH BROWN POTATO 3/4 C / WG TOAST 2 SL MARG. 2 PATS MILK 1 PT	* VEGETABLE SOUP 1C CRACKERS 2 PKGS / TURKEY CLUB ON WG BAGEL 1 OVEN FRENCH FRIED POTATOES 1 C COLE SLAW 1/2 C FRESH ORANGE 1 WH MILK 1/2 PT	CHICKEN FAJITAS ON 2 PC / WG FLOUR TORTILLAS LETTUCE AND TOMATOES 1 C LF SOUR CREAM 2 OZ SALSA 2 OZ SPANISH RICE 1 C THREE BEAN SALAD 1/2C COCONUT PUDDING 1/2C MILK 1/2PT	
Wednesday	Tomato Juice 1/2C CREAM OF WHEAT 1 C / WG FRENCH TOAST 3 SL SYRUP 2 OZ SAUSAGE LINKS 2 LINKS MILK 1 PT	CHILE CON CARNE W/ BEANS 1 C CRACKERS 2PKGS SUMMER SQUASH 1/2 C TOSSED GREEN SALAD 1 C LF RANCH DRESSING 2 OZ PINEAPPLE 1/2C / WG BREAD 2SL MARG. 2 PATS MILK 1/2 PT	BREADED BKD PORK CHOP 5 OZ OVEN BRWN POTATO 1 C * SPINACH 1/2 C LETTUCE & TOMATOES SALAD 1 C LF ITALIAN DRESSING 2 OZ / OATMEAL RAISIN COOKIE 2 / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT.	
Thursday	ORANGE 1 WH /CORN MEAL MUSH 1 C HARD BOILED EGG 1 BACON 1 SL / WG TOAST 2 SL MARG. 2 PATS MILK 1 PT	ENCHILADAS 2 PC REFRIED BEANS 1/2 C * PEAS AND CARROTS 1/2 C POTATO SALAD 1/2 C CANNED PEACHES 1/2 C / WG FLOUR TORTILLAS 2 PC LF SOUR CREAM 2OZ SALSA 2OZ MILK 1/2 PT	NEW MACARONI & CHEESE 2 C BROCCOLI 1/2 C COLE SLAW 1/2C * PUMPKIN CAKE 1 SQ / WG BREAD 2 SL MARG. 2 PATS MILK 1/2PT.	
Friday	BANANA 1 WH / COLD CEREAL 2BOXES SAUSAGE PATTY 1 OZ HASH BROWN POTATO 3/4 C / WG TOAST 2 SL MARG. 2 PATS MILK 1 PT	PIZZA W/ CHEESE TOPP 2 PC BREAD STICKS 2 STKS GREEN BEANS 1/2C *CARROT & PINEAPPLE SALAD 1/2 C FRESH ORANGE 1 WH MILK 1/2 PT	CHEESE BURGER ON 4 OZ / WG BUN 1 LETTUCE & TOMATOES 1/2C LF MAYO,MUSTD,CATSUP, SW RELISH CORN 1/2C MIXED GREEN SALAD 1 C LF ITALIAN DRESSING 2OZ CHERRY CAKE PUDDING 1/2C MILK 1/2 PT.	
Saturday	V-8 Juice 1/2C / OATMEAL 1 C SL HAM 1 OZ PANCAKES 3 SYRUP 2 OZ MILK 1 PT	PORK BURRITO 2 REFRIED BEANS 1/2 C * MIXED GREEN SPINACH SALAD 1 C LF RANCH DRESSING 2 OZ FRESH APPLE 1 WH / WG FLOUR TORTILLAS 2 PC LF SOUR CREAM 2 OZ MILK 1/2 PT	HONEY LEMON CHICKEN 2 PC RICE PILAF 1/2 C CAULIFLOWER 1/2 C GARDEN VEGETABLE SALAD 1 C SPICE COOKIES 2 / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT.	

- VITAMIN A SOURCE
- / WHOLE GRAIN SOURCE

EXHIBIT O

CAMP	HEAD COOK	MENU #4	DATE:	APPROVED BY:		
DAY	BREAKFAST		LUNCH	DINNER		
MENU 4	ORANGE	1 W	BEAN SOUP	1 C	ROAST BEEF/ 2 OZ GRAVY	3 OZ
Sunday	/ OATMEAL	1 C	CRACKERS	2 PKGS	MASHED POTAO	1/2 C
	* PUMPKIN MUFFIN	1 SQ	BEEF TACO PIE	2 PC	* MIXED VEGETABLES	1/2 C
	SCRAMBLED EGG	1/4 C	CORN	1/2C	LETTUCE & TOMATOES SLD	1 C
	MILK	1 PT	LETTUCE AND TOMATOES	1 C	LF RUSSIAN DRESSING	2 OZ
			LF SOUR CREAM	2 OZ	SPICE CAKE	1 SQ
		FRESH APPLE	1 WH	/ WG BREAD	2 SL	
		MILK	1/2PT.	MARG.	2 PATS	
				MILK	1/2PT	
Monday	Tomato Juice	1/2C	PORCUPINE MEAT BALLS/TOM SCE	3 OZ	BEEF STEW	1 C
	/ WG COLD CEREAL	2 BOXES	OVEN BRN POTATO	1C	NOODLES	1 C
	/ WG FRENCH TOAST	3 SL	CAULIFLOWER	1/2 C	SWEET & SOUR RED CABBAGE	1/2 C
	HAM PATTIE	1 OZ	CUCUMBER ONION SALAD	1/2C	FRUIT SALAD	1/2C
	SYRUP	2 OZ	* APRICOTS	1/2 C	BREAD PUDDING	1/2 C
	MILK	1 PT	/ WG BREAD	2 SL	/ WG BREAD	1 SL
			MARG	2 PATS	MARG	1 PAT
			MILK	1/2 PT	MILK	1/2 PT
Tuesday	STEWED PRUNES	6 PCS	CORNEB BEEF, BOILED	3 OZ	CHEESEBURGER ON	4 OZ
	/ CORN MEAL MUSH	1 C	BOILED POT & CABBAGE	1 C	/ WG BUN	1
	SCRAMBLED EGG	1/4 C	* CARROTS	1/2C	OVEN FR FR POTATOES	1C
	BACON	1 SL	MIXED GREEN SALAD	1 C	LF MAYO, MUSTD, CATSUP, SW RELISH	
	/ WG TOAST	2 SL	LF RANCH DRESSING	2 OZ	CUT CORN	1/2 C
	MARG.	2 PATS	FRESH ORANGE	1/2 C	LETTUCE & TOMATOES	1 C
	MILK	1 PT	/ WG BREAD	2 SL	SHERBET	1/2C
			MARG	2PATs	MILK	1/2 PT.
			MILK	1/2 PT		
Wed.	ORANGE	1 WH	BARBECUE PORK ON	3 OZ	OVEN BAKED CHICKEN	2PC
	/ OATMEAL	1 C	/ WG BUN	1	PARSLIED POTATOES	1/2 C
	WAFFLES	3	BAKED BEANS	1/2 C	* CARROTS	1/2 C
	SYRUP	2OZ	* MIXED VEGETABLES	1/2 C	SPRING GREEN SALAD	1 C
	SAUSAGE PATTY	1 OZ	CABB, APPLE & CELERY SALAD	1/2 C	LF FRENCH DRESSING	2 OZ
	MILK	1 PT	LEMON MERINGUE PIE	1 PC	PINEAPPLE SLICED	4 SL
			MILK	1/2 PT	/ WG BREAD	2 SL
					MARG.	2PATs
					MILK	1/2 PT.
Thursday	Raisins	1/2C	CHILI CON CARNE W/ BEANS	1 C	SALISBURY STEAK /2OZ GRAVY	3 OZ
	WG COLD CEREAL	2 BOXES	STEAMED RICE	1 C	MASHED POTATOES	1/2 C
	HARD BOILED EGG	1	PEAS	1/2 C	BROCCOLI	1/2 C
	HASH BRN POTATO	3/4 C	TOSSED GREEN SALAD	1 C	* CARROT RAISINS SALAD	1/2 C
	/ WG TOAST	2 SL	LF ITALIAN DRESSING	2 OZ	APPLESAUCE CAKE	1 SQ
	MARG.	2 PATS	FRESH PEAR	1 WH	/ WG BREAD	2 SL
	MILK	1 PT	/ WG BREAD	2 SL	MARG .	2 PATS
			MARG.	2 PATS	MILK	1/2 PT.
			MILK	1/2 PT		
Friday	ORANGE	1 WH	TAMALE PIE	2 SQ	BAKED CAJUN FISH	2PC
	CREAM OF WHEAT	1 C	ZUCCHINI SQUASH	1/2 C	OBRIEN POTATOE	1/2 C
	/ WG PANCAKES	3	GARDEN VEGETABLES SALAD	1 C	GREEN BEANS	1/2 C
	SYRUP	2 OZ	LF RANCH DRESSING	2 OZ	MIXED GREEN SALAD	1 C
	SLICED HAM	1 OZ	APPLE COBBLER	1/2 C	LF FRENCH DRESSING	2 OZ
	MILK	1 PT	/ WG BREAD	2 SL	* SWEET POT PIE ,WHP TOPP	1/2 C
			MARG.	2 PATS	/ WG BREAD	2 SL
			MILK	1/2 PT	MARG .	2 PATS
					MILK	1/2 PT.
Saturday	BANANA	1 WH	SALAD PLATE- EGG SALAD	1/3C	TURKEY A LA KING	11/2C
	/ WG COLD CEREAL	2 BOXES	HAM SLICE,CHEESE SL	1 OZ EA	STEAMED RICE	1 C
	SCRAMBLED EGG	1/4 C	BAKED BEANS	1/2 C	BROCCOLI	1/2 C
	BISCUITS	2	LETTUCE & TOMATOES	1 C	COLE SLAW	1/2C
	MARG	2 PATS	* CANTALOUPE	1 C	PEANUT BUTTER COOKIES	3
	HASH BROWNS	3/4 C	/ WG BREAD	2 SL	/ WG BREAD	2 SL
	MILK	1 PT	MARG	2PATs	MARG.	2 PATS
			MILK	1/2 PT	MILK	1/2 PT.

- VITAMIN A SOURCE
- / WHOLE GRAIN SOURCE

EXHIBIT O

CAMPHEAD COOK MENU #5 DATE:

APPROVED BY:

DAY	BREAKFAST	LUNCH	DINNER
MENU 5			
Sunday	APPLESAUCE 1/2C / OATMEAL 1 C SAUSAGE LINKS 2 LINKS MUFFINS 2 MARG 2 PATS MILK 1 PT	SUBMARINE SAND 1 / WG SUB ROLL 1 BOLOGNA,CHEZ ,TURKEY,HAM 1 OZ EA LETTUCE AND TOMATOES 1 C POTATO SALAD 1C RANCH STYLE BEANS 1/2 C MELON 1 C MILK 1/2PT	BARBECUED CHICKEN 2PC PARSLIED POTATOES 1/2 C GREEN BEANS 1/2C MACARONI SALAD 1/2C PUMPKIN PIE, WP TOPP 1/2C / WG BREAD 2 SL MARG. 2 PATS MILK 1/2PT
Monday	ORANGE 1 WH CREAM OF WHEAT 1 C / WG PANCAKES 3 HAM PATTIE 1 OZ SYRUP 2 OZ MARG. 1 PAT MILK 1 PT	TURKEY AND NOODLES 2 C * CARROTS 1/2 C CABB,APPLE,CELERY SALAD 1/2C PEARS 1/2 C / WG BREAD 2 SL MARG 2PATS MILK 1/2 PT	POLISH SAUSAGE 3 OZ BAKED BEANS 1/2 C LYONNAISE POTATO 1/2C COLESLAW 1/2C APPLE SAUCE 1/2 C / WG BREAD 2 SL MARG 2 PATS MILK 1/2 PT
Tuesday	TOMATO JUICE 1/2C / OATMEAL 1 C SCRAMBLED EGG 1/4C HASH BROWN POTATO 3/4C / WG TOAST 2 SL MARGARINE 2PATS MILK 1 PI	BAKED LASAGNA 2 SQ ZUCCHINI SQUASH 1/2C TOSSED GREEN SALAD 1 C LF ITALIAN DRESSING 2 OZ APPLE CRISP 1/2C / WG GARLIC BREAD 2 SL MILK 1/2PT	CORNED BEEF 3 OZ BOILED POTATOES & CABB 1 CUP * CARROTS 1/2C KIDNEY BEANS SALAD 1/2C MIXED FRUIT CUP 1/2C / WG BREAD 2 SL MARGARINE 2PATS MILK 1/2PT
Wed.	RAISINS 1/2 C / WG COLD CEREAL 2 BOXES FRIED EGG 1 BACON 1 SL / WG TOAST 2 SL MARG 2 PATS MILK 1 PT	CHICKEN CACCIATORE 2 PC. STEAMED RICE 1 C BROCCOLI 1/2 C SPRING GREEN SALAD 1 C LF RUSSIAN DRESSING 2 OZ FRESH ORANGE 1 WH / WG BREAD 2 SL MARG 2PATS MILK 1/2 PT	BAKED HAM W/ 2OZ FRT SCE 3 OZ * SWEET POTATOES 1/2C CAULIFLOWER 1/2C 3 BEAN SALAD 1 C PINEAPPLE UP-SIDE DWN CAKE 1 SQ / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT.
Thursday	ORANGE 1 WH / CORN MEAL MUSH 1 C / WG FRENCH TOAST 3 SL SYRUP 2 OZ SLICED HAM 1 OZ MILK 1 PT	BKD BRD FISH SAND ON 4 OZ / WG BUN 1 LF MAYO, MUSTD.CATSUP,SW RELISH OVEN FRIED POTATO 1C BAKED BEANS 1/2 * CARROT SALAD 1/2 C CHERRY COBBLER 1 SQ MILK 1/2PT	ROAST TURKEY W/ 2OZ GRAVY 3 OZ MASHED POTATO 1/2 C * MIXED VEGETABLES 1/2 C COLE SLAW 1/2 C APPLESAUCE CAKE 1 PC / WG BREAD 2 SL MARG 2PATS MILK 1/2 PT.
Friday	BANANA 1 WH / WG COLD CEREAL 2 BOXES SCRAMBLED EGG 1/4 C HASH BROWN POTAT ES 3/4 C / WG TOAST 2 SL MARG. 2 PATS MILK 1 PT	TURKEY CHOW MEIN 11/2 C CHOW MEIN NOODLES 1 C * BAKED WINTER SQUASH 1/2 C POTATO SALAD 1/2 C FRESH ORANGE 1 WH / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT	MEAT LOAF W/ 2 OZ TOM SCE 3 OZ OVEN FRIED POTATO 1 C * CARROTS 1/2 C TOSSED GREEN SALAD 1 C LF FRENCH DRESSING 2 OZ BAKED CUSTARD 1/2C / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT.
Saturday	V-8 JUICE 1/2 C CREAM OF WH EAT 1 C BOILED EGG 1 DOUGHNUT 1 / WG TOAST 2 SL MARG. 2 PATS MILK 1 PT	HOT DOGS ON 2 / WG BUNS 2 OVEN BKD FRFR POTATO 1 C CORN 1/2 C RELISH PLATE 2 OZ * APRICOTS 1/2 C LF MAYO, MUSTD, CATSUP, SW RELISH 1/2 PT. MILK	ENCHILADAS 2 REFRIED BEANS 1/2C SPANISH RICE 1/2 C MIXED GREEN SALAD 1 C LF ITALIAN DRESSING 2OZ / WG FLOUR TORTILLAS 2 PC LF SOUR CREAM 2 OZ SALSA 2 OZ * PUMPKIN BAR 1/2C MILK 1/2PT

- VITAMIN A SOURCE
- / WHOLE GRAIN SOURCE

ADDENDUM TO MENU

I. Minimum Standards

The following minimum standards are included in order to clarify the quality requirements cited in the contract. This shall be accomplished by attaching the standards to the menu (Technical Exhibit 2).

Meats – USDA Good or Better

Fresh Vegetables – (except squash) US No. 1

Squash – US No. 1 or 2

Fresh Fruit - US. No. 1

Frozen Vegetables – US A or B

Frozen Fruit – US A

Whole Grain Bread – Bread or bread products containing not less than 40% whole grain flour or meal as determined by weight.

Whole grain flour or meal – the product derived by grinding the entire grain. If a flour or meal does not contain the germ it is not whole grain.

Milk – an offering of whole milk and low-fat milk, skim milk, or buttermilk.

Fat content shall not be more than 20% in meat. No fillers to be used in ground beef except for an allowable 4% maximum of soybean filler.

II. Sack Lunch Definition

Two sandwiches each containing 2 oz. of protein, ½ oz. salad dressing or mustard on each sandwich. One piece of fresh fruit, 2 celery and 2 carrot sticks, ½ pint of milk, and one of the following: 1 small bag of potato chips, 2 each large cookies (no icing) or 3 small cookie (no icing).

All meals shall comply with diet modifications for attachment March 17, 1981 Board Order. In reference to the whole grain bread products requirement, the above stated definition will apply.

Menu variations may be made in recognition of the following holidays: New Year's Day, Dr. Martin Luther King's birthday, Washington's birthday, Ash Wednesday, Good Friday, Easter, Cinco de Mayo, July 4, Thanksgiving and Christmas.

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EXHIBIT P (cont'd.)

MEAL SUPPLEMENT FOR PREGNANT OR LACTATING STUDENTS PROGRAM (PALS)

MEAL SUPPLEMENT PATTERN

(Effective September 1987)

COMPONENT	PORTION SIZE	ALLOWABLE SUSTITUTION
Meat/Meat Alternate	2 oz.	
Bread/Bread Alternate	0-2 servings	1 cup fruit – once/week
Calcium Supplement	1 oz. Cheese or ½ pint milk	1 cup unsweetened yogurt – twice/week

For the purpose of this program, the following definitions will apply:

Supplement A time when all of the additional components are provided

Snack A fraction of the additional components are provided. The remainder may be offered as a separate snack or with breakfast or lunch.

These quantities must be added to the total amount of food required by the National School Lunch and School Breakfast Programs. They may be added to a meal or served separately at or dispersed through the following times:

Breakfast

Lunch

Morning/Afternoon Snack

Morning/Afternoon Supplement

The total amount of bread/bread alternate served per day, including breakfast and lunch, must equal three servings.

One cup of fruit may replace one serving of the bread component, one a week, in this supplemental program only. Unsweetened yogurt must be made with pasteurized milk, and may replace eight ounces of milk or one ounce of cheese, up to two times a week, in this supplement program only.

SAMPLES

NATIONAL SCHOOL LUNCH PROGRAM (NSLP) ONLY – SUPPLEMENT

COMPONENT	NSLP REQUIREMENTS	PALS REQUIREMENTS	TOTAL
Meat/Meat Alternate	2 oz	2oz	4oz
Bread/Bread Alternate	3 servings/week	1-2 servings	3 servings/day
Calcium Supplement	no requirement	1 oz cheese or ½ pt milk	1 serving
Milk	½ pint	see Calcium Supplement	½ pint
Vegetable and/or Fruit	¾ cup	no requirement	¾ cup

NATIONAL SCHOOL LUNCH PROGRAM & SCHOOL BREAKFAST PROGRAM (SBP) - SUPPLEMENT

COMPONENT	SBP REQUIREMENTS	NSLP REQUIREMENTS	PALS REQUIREMENTS	TOTAL
Meat/Meat Alternate	0-2 oz	2 oz	2 oz	4-6oz
Bread/Bread Alternate	0-2 servings	3 servings/week	0-1 servings	3-4 serv/day
Calcium Supplement	no requirement	no requirement	1 oz cheese/ ½ pt milk	1 serving
Milk	½ pint	½ pint	see Calcium Suppl.	1 pint
Vegetable and/or Fruit	¾ cup	¾ cup	no requirement	¾ cup

FOOD BASED MENU PRODUCTION RECORD

California Department of Education
Child Nutrition and Food Distribution Division

OFFER VS SERVE: Circle yes/no WEEK OF:

SITE

Meal count record		Listed Menu/Menu item & Portion Size	Recipe title or code numbers	Contribution to meal pattern				# times recipe	# portion prepar e	A la carte servings	Left-overs
Age/GradeGr oup	Estimate			Actual	M/MA oz	G/B serv	V/F cup				
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FEDERAL SURPLUS FOODS AND AVAILABILITY FOR FOOD SERVICES

Challenger Memorial Youth Center is eligible for Federal surplus foods because there are school-age children housed in each of the facilities who attend school.

The amount of surplus food available to the Probation Department is based on the population of juveniles in the County Probation-operated facilities as reported monthly to the State.

The Food Services Consultant consults each facility on their need and requests surplus foods as needed by the Department or as ordered by Contractor. When the food is sent by the State it is then allocated to various juvenile facilities.

The contract between the County and Contractor must be approved by the State before the Contractor can receive such food. The Contractor will be required to complete certain State forms. Charges to the Contractor will include fair market value of food ordered by Contractor plus related transportation, storage and handling fees assessed by the State (See Appendix B, 2.0)

EQUIPMENT AND BUILDINGS MAINTENANCE PROCEDURE
FOR
FOOD SERVICE CONTRACTS WITH PRIVATE COMPANIES

- ROUTINE:** All requests for maintenance and repairs by the Contractor will be submitted on written work orders to the Superintendent for submission to the appropriate Internal Services Department repair shop.
- EMERGENCY:** In the event of a breakdown of basic utility services, e.g., plumbing, electrical, air conditioning, sewers, et. al; the Contractor will notify the Superintendent (Officer of the Day on evenings and weekends/holidays) by telephone, who will call the appropriate Internal Services Department emergency serviceman for immediate repairs. Emergency requests for service must be confirmed within twenty-four (24) hours are written work orders. If after repairs are completed, it appears that the breakdown was the result of Contractor's negligence or within the regular maintenance responsibilities of the Contractor, the cost of repairs will be billed to Contractor.
- RESPONSIBILITY:** The attached strip sheets of Internal Services Department Maintenance Policy detail the regular maintenance responsibility of Contractor and/or County. They will be used as a guide in determining fiscal responsibility as well as who shall maintain and repair the equipment and buildings.

CHALLENGER MEMORIAL YOUTH CENTER FOOD SERVICE CONTRACT						
MAINTENANCE RESPONSIBILITY						
ITEM	CONTRACTOR	PROB	COUNTY ISD	CRAFT	REMARKS	
Prefabricated refrigerator/Freezer (6)			X			
Refrigeration System (1)			X	2		
Cold Storage Shelving (1 lot)	X					
Storage Shelving (1 lot)	X					
Mobile Rack (8)	X					
Receiving Scale (1)	X					
Receiving Table (1)	X					
Cheese Slicer (1)	X					
Preparation Sink Assembly (1)	X					
Trash Cans (1 lot)	X					
Disposer (1)	X					
Work Table (1)	X					
Work Table (1)	X					
Mixer (1)	X					
Work Table (1)	X					
Work Table (1)	X					
Vegetable Peeler (1)	X					
Slicer (1)	X					
Slicer Table (1)	X					
Food Cutter (1)	X					
Food Cutter Table (1)	X					
Work Table (1)	X					
Bakery Rack (10)	X					
Dough Divider (1)	X					
Mixer Table (1)	X					
Mix (1)	X					
Ingredient Table (1)	X					
Fryer (1)	X					

CHALLENGER MEMORIAL YOUTH CENTER FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROB	COUNTY ISD	CRAFT	REMARKS
Fat Filter (1)	X				
Donut Cutter (1)	X				
Stock Pot Stove (1)	X				
Tilting Steam Kettle (1)	X				
Wall Flashing (1 lot)	X				
Convection Oven (1)	X				
Floor Pan (1)	X				
Exhaust Ventilator (1)			X	13	
Fire Protection System (1)	X				
Proofing Cabinet	X				
Rotary Rack Oven (1)	X				
Oven Rack (6)	X				
Bakers Table (1)	X				
Ingredient Bin (4)	X				
Mixer (1)	X				
Work Table (1)	X				
Work Table (1)	X				
Ingredient Bin (3)	X				
Mixer (1)	X				
Work Table (1)	X				
Steam Cooker (1)	X				
Tilting Steam Kettle (1)	X				
Steam Kettle (2)	X				
Kettle Filler Faucet (1)	X				
Floor Pan (1)	X		X	13	
Exhaust Ventilator (1)					
Fire Protection System (1)	X				
Exhaust Ventilator (1)			X	13	
Wall Flashing (1 lot)	X				

CHALLENGER MEMORIAL YOUTH CENTER FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROB	COUNTY ISD	CRAFT	REMARKS
Bread Rack (5)	X				
Fryer Assembly (1)	X				
Floor Pan (1)	X				
Braising Pan (4)	X				
Work Table (1)	X				
Work Table (1)	X				
Ingredient Bin (3)	X				
Ice Maker (1)	X				
Ice Storage Bin (1)	X				
Floor Pan (1)	X				
Roll-In Refrigerator (1)	X				
Mobile Rack (2)	X				
Work Table (1)	X				
Coffee Maker (1)	X				
Table (1)	X				
Coffee Maker (1)	X				
Table (1)	X				
Filler Faucet (1)	X				
Table (1)	X				
Mobile Platform Truck (2) (Electric Trams)	X				
Clean Dishtable (1)	X				
Dishwashing Machine (1)	X				
Dishwasher Vent Duct (2)	X				
Soiled Dishtable (1)	X				
Disposer (1)	X				
Vacuum Can Rack (1)	X				
Vacuum Can (2)	X				
Vacuum Can Washer (1)					
Mobile Table (8)	X				
Refrigerator (2)	X				

CHALLENGER MEMORIAL YOUTH CENTER FOOD SERVICE CONTRACT						
MAINTENANCE RESPONSIBILITY						
ITEM	CONTRACTOR	PROB	COUNTY ISD	CRAFT	REMARKS	
Dining Room W-E						
Hot Food Cabinet (2)	X					
Dining Room W-E						
Refrigerate Cabinet (2)	X					
Dining Room W-E						
Counter W/Sink (2)	X					
Dining Room W-E						
Utility Counter (2) - Dining Room W-E	X					
Hot Food Counter (2) - Dining Room W-E	X					
Refrigerated Counter (2)- Dining Room W-E	X					
Beverage Counter (2) - Dining Room W-E	X					
Coffee Maker (2)- Dining Room W-E	X					
Food Transport Cart (14)	X					
Utility Transport Cart (14)	X					
Soiled Pot Washing Table (1)	X					
Disposer (1)	X					
Pot Washing Machine (1)	X					
Pot Washer Hood (1)	X					
Clean Post Washing Table (1)	X					
Pot Rack (6)	X					
Cleaning Station (1)	X					
Storage Shelving (1 lot)	X					
Can Washer (1)	X					
Can Storage Rack (.1 lot)	X					
Corner Guard (1 lot)	X					
Tray Drying Racks (12)	X					
District : 5 Facility:						
CHALLENGER MEMORIAL YOUTH CENTER, 5300 W. Avenue I, Lancaster, CA 93536						

MONTHLY COMMODITIES ACTIVITY REPORT

California Department of Education
Child Nutrition and Food Distribution Division
FDS-C-065 (2/91)

MONTHLY COMMODITIES ACTIVITY REPORT**PART A**

This report for the month of _____, 200_____

Name of Recipient Agency Los Angeles County Probation Department

Contact Person: (interim) Cynthia Alexander, Program Manager Phone: (661) 940-4001

Feeding Site: Challenger Memorial Youth Center

Name of Contractor: _____

Contact Person: _____ Phone: _____

The following represents the USDA current fair market value of commodities used during the month as reported by the Contractor to the Recipient Agency. Monthly Commodities Activity Report (Part B) must be attached.

Totals from Page 1 \$ _____

Totals from Page 2 \$ _____

Totals from Page 3 \$ _____

Totals from Page 4 \$ _____

Totals from Page 5 \$ _____

**GRAND TOTAL OF FAIR
MARKET VALUE**

\$ _____

Comments: _____

Recipient Agency: Los Angeles County Probation Department

Site: Challenger Memorial Youth Center

Month: _____

[illegible]

Total Value \$

**The USDA value shall be determined by the most recent pricing information published by the Food Distribution Section at the time the contract was approved. Attach additional pages if needed.*

ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
CONTRACT FOR FOOD SERVICES AT CHALLENGER MEMORIAL YOUTH CENTER
CONTRACTOR EMPLOYEE

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

 CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

TECHNICAL EXHIBIT X
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
CONTRACT FOR FOOD SERVICES AT CHALLENGER MEMORIAL YOUTH CENTER
NON-EMPLOYEE

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

 CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

TECHNICAL EXHIBIT X

(page 2 of 2)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Classification/Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment. *(All staff assigned/working under the contract must complete a CORI form. Keep original on file and forward a copy to Probation Contract Manager.)*

CONTRACT DISCREPANCY REPORT**PART I: CONTRACT DISCREPANCY REPORT (CDR) - UNACCEPTABLE SERVICE**

COUNTY PROGRAM MANAGER SHALL COMPLETE AND FORWARD PART I TO CONTRACTOR WITH CDR/PART II ATTACHED.

Date of Unacceptable Service: _____ Review Period: _____

Description of Unacceptable Service:

Has this type of unacceptable performance occurred before? ☐ Yes ☐ No

If Yes, When? _____

Signed _____

Date _____

CONTRACT DISCREPANCY REPORT**PART II: CONTRACT DISCREPANCY REPORT (CDR) – CONTRACTOR'S RESPONSE**

CONTRACTOR SHALL COMPLETE PART II AND RETURN TO THE COUNTY PROGRAM MANAGER.

Date Received from County: _____

Explanation for Unacceptable Performance: _____

Correction Action Taken:

Plan to Prevent Recurrences:

Signed _____

Date _____

California Department of Education School Nutrition Programs Unit
Child Nutrition and Food Distribution Division April 1998

SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Probation/Challenger Memorial Youth Ctr.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Paul Murphy C.O.C.

Printed Name

Title

Paul Murphy

Signature

8/16/05

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.
G:SNP:DEBARMENT

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

<http://www.cde.ca.gov/nsd/npm/snp/suspens.htm>

EQUIPMENT AND/OR FACILITY ALTERATIONS/REPAIRS CHALLENGER MEMORIAL YOUTH CENTER

The following is equipment that shall be purchased by CONTRACTOR and paid by COUNTY consistent with EXHIBIT A, Sections 12.3, MAINTENANCE, REPAIR & MODIFICATION OF FACILITY & EQUIPMENT and 12.4, AMORTIZATION – COUNTY PROPERTY of the RFP. Following are the minimum specifications for the equipment.

1. FOURTEEN (14) FOOD TRANSPORT CARTS/HOT CARTS: Mobile, heated, bulk food holding/serving units with the following minimum specifications:

- 12 gauge stainless steel caster bolster channels and 16 gauge aluminized steel channel posts and lateral braces
- End and front panel constructed of 18 gauge stainless steel doors are constructed of 20 gauge and 24 gauge stainless steel double panel for added strength
- Top is 14 gauge polished stainless steel, reinforced with 14 gauge channel assemblies
- Individual heated 12" x 20" x 6 ½" stainless steel wells have covered corners with fully enclosed cal rod heaters so units can be operated wet or dry, each well thermostatically controlled for temperature between 80 degrees and 200 degrees
- End shelf/top cover
- A separate thermostat knob to be mounted in control panel so as to operate heated base section
- Base section to have two door heated and one door ambient fully surrounded with 2" high density fiberglass. Each door will be equipped with a special transport latch and locking device for a padlock
- Control panel will have recessed control knob and will include protective device to keep knobs from falling being removed by inmates
- Casters to be 8" diameter semi-pneumatic, 2 swivel and 2 rigid in wheel ahead pattern
- Unit to include a 1" diameter recessed push handle welded to swivel end of cart
- Reinforced base frame for heavy duty tow hitch device: Heavy duty tow hitch to be welded to reinforced base frame, style of hitch to be verified with the Probation Department

- Vertical sneeze guard with 10-inch pass shelf shall be secured down through cabinet base. Sneeze guard to be designed to provide clearance from top of cabinet to bottom edge of guard for dish-up. Plexiglass guard shall be attached to posts with stainless steel channels
- Electrical cord shall be 72 inches long with a cord wrap on the opposite end of the towing hitch.

2. FOURTEEN (14) FOOD UTILITY CARTS/COLD CARTS: Mobile, cold food/tray/utensil/beverage, two door insulated unit. One section to accommodate utensils, tray, etc. with the other section to accommodate 5 – 4" x 12" x 20" pans and with the additional following minimum specifications:

- 2 stainless steel push handles welded at each end of cart
- Rack retainer device
- Rack hold down devices
- 8" semi-pneumatic casters, 2 swivel and 2 rigid
- 2 top mounted transport door latches
- Stainless steel heavy duty base frame
- Beverage hold down devices (verify type of beverage container with Probation Department)
- Reinforced top, all stainless steel finish
- Solid bottom style (no filler plates)
- 1 – 12" x 20" freezer cold plate
- Insulated dividing wall separating right door from left door
- Reinforce base frame for heavy duty tow hitch device
- Heavy duty tow hitch to be welded to reinforced base frame. Style of hitch to be verified with the Probation Department

ATTACHMENT II
PROBATION DEPARTMENT
Prop A Review - Food Services at CMYC
Comparison of County's Estimated Avoidable Costs to Contractor's Costs

COUNTY COSTS

Direct Costs

Salaries -	Monthly	No. of	No. of	
<u>Classification</u>	<u>5th Step</u>	<u>Positions</u>	<u>Months</u>	<u>Total</u>
Services Director, Probation	7,181.67	1.0	12	86,180.04
Chief Cook	3,581.73	1.0	12	42,980.76
Head Cook	3,289.09	1.0	12	39,469.08
Cook	2,487.00	3.0	36	89,532.00
Intermediate Food Service Wkr	2,068.45	2.0	24	49,642.80
Food Service Worker	1,963.18	13.0	156	306,256.08
	Subtotal			<u>614,060.76</u>
	2005-06 Cost of Living Adjustment 1.25%			<u>7,675.76</u>
	Subtotal			621,736.52
	Less: 5th Step Salary Savings (4.348%)			<u>(27,033.10)</u>
	Total Direct Salaries			594,703.42
Employee Benefits				262,252.31
	Total Salaries & Employee Benefits			<u>856,955.73</u>
Services & Supplies				<u>1,074,532.91</u>
	Total Estimated Avoidable Costs			<u>1,931,488.64</u>

CONTRACTING COSTS

Direct Costs

Contract costs 1,626,319.91

Indirect Costs

54,899.47

Profit

20,000.00

Total Contract Costs (Direct plus Indirect) 1,701,219.38

Estimated Savings from Contracting (Avoidable Costs less Contract Costs) 230,269.26

Percent of Savings 11.92%

ATTACHMENT III

Description of Hourly Employee Benefits

ISSI offers a very competitive and comprehensive benefit package to hourly staff. Each year, we ISSI conducts a survey of the benefit packages offered by similar food service management companies, and based on the information provided, adjusts this benefit to attract and retain the best possible employees in the field.

Health Insurance Benefits

ISSI offers two options for employee health insurance to meet all employee's needs. Hourly employees may select either plan based on need and cost.

All health care benefit programs require a contribution on the part of the employee. Because of the mandatory contribution, employees cannot be required to participate in any plan. Under certain circumstances, employees may already be covered under a spouse's plan and does not require additional or supplemental insurance.

ISSI offers Blue Shield, with either and HMO or PPO option available.

ISSI strongly encourages employee participation in a health care benefit program and emphasizes the need for coverage and the overall affordability of the plans.

A summary of the health care benefit packages is provided on the following pages.

Other Elective Benefits

In addition to our selection of health care benefits, ISSI also offers other elective benefits. The employee is not limited in his/her selection and may participate in any or all of the benefits listed below.

- Accidental Death and Dismemberment
- Disability Insurance
- Life Insurance
- Salary Deferred 401 (K) Plan (After one year of employment)
- Educational Assistance Program

ATTACHMENT III

EMPLOYEE BENEFITS

Medical Insurance/Health Plan:

Employer Pays \$ 131.01 Employee Pays \$96.61 Total Mo. Premium \$227.62

Annual Deductible

Employee \$0.00

Family \$ 0.00

Coverage (✓)

☒ Hospital Care (In Patient ☒ Out Patient ☒)

☒ X-Ray and Laboratory

☒ Surgery

☒ Office Visits

☒ Pharmacy

☒ Maternity

☒ Mental Health/Chemical Dependency, In Patient

☒ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$7.51 Employee Pays \$17.23 Total Mo. Premium \$24.74

Life Insurance:

Employer Pays \$ _____ Employee Pays \$ 0 _____ Total Mo. Premium \$ _____

Vacation:

Number of Days 0* and

Any increase after _____ years of employment, number of days or hours _____

Sick Leave:

Number of Days 0* and

Any increase after _____ years of employment, number of days or hours _____

Holidays:

Number of Days 0* per year

Retirement:

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$ _____

* ISSI offer an aggressive PTO accrual plan. See attached Employee Handbook for details.

ATTACHMENT IV

CONTRACTING WITH COMMUNITY BUSINESS ENTERPRISES

- I. The process used for identifying minority vendors:

The Probation Department used its current bidder's mailing list. The solicitation information was placed on the Internal Services Department Purchasing and Contracting Opportunity website. Advertisements of bid solicitation were placed in the Los Angeles Times, the Los Angeles Sentinel, and a group of ethnic community newspapers published by the Eastern Group Publications.

- II. A list of firms from which the Department solicited offers:

The Probation Department's Food Services Bidder's list is attached. (Attachment IV-A)

- III. On final analysis and consideration of award, Integrated Support Solutions, Inc., was selected without regard to sex, religion, race, color, or creed.
- IV. The Organization Information Form for Integrated Support Solutions, Inc., is attached as Attachment IV-B.

ATTACHMENT IV-A
Food Services Bidder's list

Aramark Corporation
18732 34th Avenue SE
Bothell, WA 98012

International Nutri-Meals
108 North Union Avenue
Los Angeles, CA 90026

Andre's Food Corporation
923 6th Street
Santa Monica, CA 90403

Integrated Support Solutions
14558 Sylvan Avenue
Van Nuys, CA 91401

Cantrell Catering
1027 North Rose Street
Burbank, CA 91505

L T Food Service
420 East 3rd Street, Suite 907
Los Angeles, CA 90013

California Food Safety Center
264 South La Cienega Blvd., 490
Beverly Hills, CA 90211

Metropolitan Culinary Services, Inc.
2627 North Hollywood Way
Burbank, CA 91505

California Nutrition Center
11305 Avalon Blvd.
Los Angeles, CA 90061

Morrison's Management Specialist, Inc.
Western Regional Office
1727 Axenty Way
Redondo Beach, CA 90278

California Dining Services
4700 West Ramona Blvd.
Monterey Park, CA 91754

Pedus Food Service, Inc.
601 Potrero Grande Drive, 3rd Floor
Monterey Park, CA 91755

California Fast Food Services
2221 Honolulu Avenue
Montrose, CA 91020

Mountain View Services
625 Amigos Drive
Redlands, CA 92373

ATTACHMENT IV-A
Food Services Bidder's list

Fast Food Management
15643 Sherman Way, Suite 430
Van Nuys, CA 91406

Mira Costa Food Service
701 South Peck Avenue
Manhattan Beach, CA 90266

Galbreath Food Service
15000 Aviation Blvd.
Hawthorne, CA 90250

Quality Foods & Catering
10950 Burbank Blvd.
North Hollywood, CA 91601

Golden West Services
111 North Hill Street
Los Angeles, CA 90012

Two Trees Food Service
19204 So. Figueroa
Carson, CA 90745

Goldenwest Services
2350 West 17th Street
Long Beach, CA 90813

United Food Group
3501 East Vernon Avenue
Los Angeles, CA 90058

Guckenheimer Enterprises, Inc.
12631 Imperial Highway
Santa Fe Springs, CA 90670

Walker Parking Consultants
2550 North Hollywood Way, Suite 303
Burbank, CA 91505

Technicolor Cafeteria
3950 Laurel Canyon Blvd.
Studio City, CA 91604

Advanced Culinary Resources Inc.
180 Academy Drive, Newbury Park, CA 91320

Canteen Corrections
446 Alta Road
Chula Vista, CA 91910

Huntington Culinary Inc
5122 Bolsa Avenue Suite 102
Huntington Beach, CA 92649

ATTACHMENT IV-A
Food Services Bidder's list

Fast Food Management
15643 Sherman Way Suite 430,
Van Nuys, CA 91406

Allen and O'Hara Development
6850 E! Colegio Road
Goleta, Ca 92117

Chambertin Company
2680 Cordelia Road
Los Angeles, Ca 90049

Campus Cuisine
3505 Cadillac Avenue, #O-109
Costa Mesa, Ca 92626-1429

C.M.H. Management, Inc.
2470 Fletcher Drive
Los Angeles, Ca 90039

Custom Management Corporation
844 Market Street
Kingston, PA 18704

Baker's Aid, Inc.
70 Gordon Drive
Syosset, NY 11791

Canteen Corporation
18900 Susanna Road
Compton, Ca 90221

American Food Management
1801 E. Cotati
Rohnert Park, Ca 94928

Copenhagen
1510 W. Burbank Blvd.
Burbank, Ca 91506

LIEU-CAP
641 Westminister Avenue
Venice, Ca 90201

Los Jarritos
5351 S. Atlantic Blvd.
Maywood, Ca 90270

Bryco Distributing Company
316 Coogan Way
El Cajon, Ca 92020

National Medical Enterprises
11620 Wilshire Blvd.
Los Angeles, Ca 90025

ATTACHMENT IV-A
Food Services Bidder's list

Space Age Engineering, Inc.
2521 N. Ontario Street
Burbank, Ca 91504

Marriott Corporation
Health Care Division
One Marriot Drive
Washington, D.C. 20058

Laura's French Baking Company
6721 Alameda Street
Los Angeles, Ca 90001

Advansys
6653 Baird Avenue
Reseda, Ca 91335

Mike Slatinsky
10535 Wilshire Blvd., Ste. 1003
Los Angeles, Ca 90245

Unihealth America
1423 South Grand Avenue
Los Angeles, Ca 90015

Stouffer Food Service Division
29800 Bainbridge Road
Solon, OH 44139

Szabo Food Service Company
2000 Spring Road, Ste. 300
Oak Brook, IL 60521

Watts Health Foundation, Inc.
10300 Compton Ave.
Los Angeles, Ca 90002

TAI – KUK
3350 Wilshire Blvd., Ste. 275
Los Angeles, Ca 90010

Palladium Foods
6215 Sunset Boulevard
Hollywood, Ca 90028

B.F.N. Enterprises/Capri Enterprises
928 Capri Road
Leucadia, Ca 92024

Don Ricardo's Food Service Co.
9225 Alabama Avenue, Ste. A
Chatsworth, Ca 91311

Customer Service, Inc.
340 Arden Boulevard
Los Angeles, Ca 90245

ATTACHMENT IV-A
Food Services Bidder's list

Jennifer N.M. Coile
139 South Orange Drive
Los Angeles, Ca 90036

Le Blanc's Arco & Mini Mart
17595 Grand Avenue
Lake Elsinore, Ca 92530

Ernst & Young LLP
18400 Von Karman, Ste. 800
Irvine, Ca 92715

Industrial Specialty Products
3333 South Malt Avenue
Los Angeles, Ca 90040-3125

JK Group
P.O. Box 8044
Rancho Santa Fe, Ca 92067

Nubia's catering Service
1330 Silverlake Boulevard
Los Angeles, Ca 90026-2243

Unicorn Express Enterprises, Inc.
1080 South Los Robles
Pasadena, Ca 91106

Aramark Correctional Services, Inc.
2000 Spring Road, Ste. 300
Oak Brook, IL 60521

Correctional Food Services Management
5727 North Black Canyon Highway
Phoenix, AZ 85015-2208

JNS Foods
2640 Golden Gate Parkway, Suite 112
Naples, FL 34105

Concession Management Services, Inc.
340 Arden Boulevard
Los Angeles, Ca 90020

Classic Catering
5812 East Olympic Boulevard
Los Angeles, Ca 90040

Fisherman's Grotto
15950 Hesperian Blvd
San Lorenzo, Ca 94580

Director of Business Development
Correctional Food Service Management
5727 N. Black Canyon Highway, Ste. 2
Phoenix, AZ 85015-2208

EXHIBIT 8**ATTACHMENT IV-B****County of Los Angeles – Community Business Enterprise Program (CBE)**

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form
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INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: INTEGRATED SUPPORT SOLUTIONS, INC.

X I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action
I AM Compliance as of the date of this proposal/bids submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference
My County (WebVen) Vendor Number: 52885501

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories						
Race/Ethnic Compositions	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American		1	1	7	24	30
Hispanic/Latino			8	2	103	69
Asian or Pacific Islander				3	20	28
American Indian						
Filipino				1		
White	1		8	4	30	34

III. Percentage Of Ownership In Firm: Please indicate by percentage (%) how ownership of the firm is distributed.

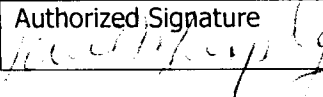
	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	49 %
Women	51 %	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS

ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned Business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use Back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name Paul Murphy	Authorized Signature 	Title C.O.O.	Date January 28, 2005
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Bid Detail Information

Bid Number : 6400414
Bid Title : RFP TO PROVIDE FOOD SERVICES AT CHALLENGER MEMORIAL YOUTH CENTER
Bid Type : Service
Department : Probation
Commodity : FOOD PREPARATION SERVICES
Open Date : 12/17/2004
Closing Date : 1/28/2005 12:00 PM
Bid Amount : N/A
Bid Download : Not Available
Bid Description : REQUEST FOR PROPOSALS (RFP) TO PROVIDE
FOOD SERVICES AT CHALLENGER MEMORIAL YOUTH CENTER FOR
THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT
RFP #6400414

The County of Los Angeles Probation Department is soliciting proposals from qualified CONTRACTORS to provide food services on an annual basis to the County of Los Angeles (COUNTY) at the Challenger Memorial Youth Center (CMYC).

This solicitation is in accordance with the provisions of Section 44.7 of the Los Angeles County Charter and Chapter 2.121 of the Los Angeles County Code which permit the COUNTY to contract with the private sector when it is cost effective to do so.

This request is extended to any food service contractor whose major function is to provide the most efficient and economical food services through the provision of experienced staff available for the term of the contract at the designated Probation Department facility. CONTRACTORS will recognize CMYC is a unique location because it is an institutional setting. Interested and qualified CONTRACTORS who have demonstrated their ability to successfully provide services of this type are invited to submit proposals, provided they meet the minimum requirements.

For a copy of the RFP which establishes guidelines, criteria and procedures for proper application, contact:

Cristina Ortiz, Contract Analyst
Contracts & Grants Management Division
County of Los Angeles Probation Department
9150 E. Imperial Highway, Room C-29
Downey, CA 90242
(562) 940-2614

There will be a Mandatory Proposers' Conference where COUNTY representatives will be available to answer questions about the RFP process and objectives. The Mandatory Proposers' Conference will be held on Tuesday, January 4, 2005 @ 10:00 a.m., at Challenger Memorial Youth Center, located at 5300 West Avenue I, Lancaster, California. Those planning to attend must notify Ms. Cristina Ortiz at (562) 940-2614 by 4:00 p.m., Monday, January 3, 2005.

PROPOSALS MUST BE RECEIVED NO LATER THAN 12:00 P.M., PST ON
FRIDAY, JANUARY 28, 2005.

Careful consideration will be given to all responsive proposals. We look forward to working with each of the qualified and interested firms.

MINIMUM REQUIREMENTS

1. Proposer must attend the Mandatory Proposer's Conference scheduled for Tuesday, January 4, 2005.
2. Proposer must submit a proposal by 12:00 p.m., PST, Friday, January 28, 2005.
3. PROPOSER'S annual cost is less than the COUNTY'S cost to perform the same services.
4. PROPOSER must comply with the requirements of the COUNTY'S Living Wage Program (Los Angeles COUNTY Code, Chapter 2.201). Prospective CONTRACTORS should carefully read the Living Wage Program (Reference RFP, Subparagraph 1.34) and the pertinent living wage provisions (Appendix K), both of which are incorporated by references into and made a part of this RFP. The Living Wage Program applies to both CONTRACTORS and their SUBCONTRACTORS. Proposals that fail to comply with the requirements of the Living Wage Program will be considered non-responsive and excluded from further consideration.

5. PROPOSER must demonstrate a minimum of three (3) years experience within the last five (5) years providing complete food services for large facilities.

6. PROPOSER must identify an administrative local business office located within or adjacent to the COUNTY of Los Angeles and an address to the business office must be included in the proposal.

7. PROPOSER must identify a Project Director with a minimum of three (3) years experience within the last five (5) years providing food services who will oversee the contract operations. Include a resume for the Project Director (resume must include dates to demonstrate experience.)

8. PROPOSER must comply with the RFP format and requirements set forth in the Proposal Submission Requirements, Section 2.0, of the RFP when submitting its proposal.

9. PROPOSER'S must respond positively to a willingness to hire GAIN/GROW participants. (Reference RFP, Sub-paragraph 1.27)

10. PROPOSER must certify intent to comply with the COUNTY'S Jury Service Program.

Contact Name : Cristina Ortiz

Contact Phone# : (562) 940-2614

Contact Email : Cristina_Ortiz@probation.co.la.ca.us

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